

James Stephenson, Clerk & Master
 Crockett Co. Chancery Court
 1 South Bells St., Suite 5
 Alamo, TN 38001
 (731)696-5458
Cost Bills

4/3/2023

Carr Allison

In the case of: Olympic Steakhouse vs Western World
 Case Number: 17CH1-2023-CH-10852

Fee	# of Fees	Due Date	Last Paid Date	Fee Amount	Total Assessed	Total Paid	Total Due
Copy Fee	1			\$52.00	\$52.00	\$0.00	\$52.00
Totals:					\$52.00	\$0.00	\$52.00

Sworn to before me the 3rd April, 2023.

Lyn Ward, Deputy , Clerk

_____, D.C.



Department of
**Commerce &
Insurance**

March 07, 2023

Western World Ins. Co.
300 Kimball Dr. Ste 500
Parsippany, NJ 07054
NAIC # 13196

Certified Mail
Return Receipt Requested
7020 1290 0001 6213 1582
Cashier # 230685

Re: Olympic Steakhouse V. Western World Ins. Co.

Docket # 10852

To Whom It May Concern

Pursuant to Tennessee Code Annotated §56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served March 03, 2023, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Designated Agent
Service of Process

Enclosures

cc: Chancery Court Clerk
Crockett County
1 S Bells St., Ste 5
Alamo, Tn 38001

State of Tennessee, Department of Commerce & Insurance
500 James Robertson Parkway, Service of Process - 10th Floor, Nashville, TN 37243
Service.Process@tn.gov; 615-532-5260

STATE OF TENNESSEE

CIVIL SUMMONS

page 1 of 1

Case Number

10852

Served On: Western World Insurance Group: NAIC Code - 13196
300 Kimball Drive, Suite 500, Parsippany, NJ 07054

You are hereby summoned to defend a civil action filed against you in Chancery Court Crockett County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the required date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 02/24/2023

James Stephenson
 Clerk / Deputy Clerk -

Attorney for Plaintiff: Drayton Berkley
1255 Lynnfield RD, Ste 226 Memphis, TN 38119

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to James Stephenson Chancery Clerk, Crockett County
1 S. Bells St. Ste 5 Alamo, TN 38001

CERTIFICATION (IF APPLICABLE)

I, James Stephenson Chancery Clerk of Crockett County do certify this to be a true and correct copy of the original summons issued in this case.

Date: 02/24/2023

James Stephenson
 Clerk / Deputy Clerk -

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows:

Date: _____

By: _____
 Please Print: Officer, Title

Agency Address _____

Signature _____

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff _____

Plaintiff's Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____, ADA Coordinator, at _____

Rev. 8/05/10



736-696-5458

STATE OF TENNESSEE CIVIL SUMMONS

page 1 of 1

Case Number
10852Served On: **CARR-Allison 736 Market Street Suite 1320
Chattanooga, TN 37402**

You are hereby summoned to defend a civil action filed against you in **Chancery Court Crockett** County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the required date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: **02/24/2023**Clerk / Deputy Clerk - **James Stephenson**Attorney for Plaintiff: **Drayton Berkley
1255 Lynnfield RD Ste 226 Memphis, TN 38119**

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to **James Stephenson Chancery Clerk, Crockett County
15. Bells St. Ste 5 Alamo, TN 38001**

CERTIFICATION (IF APPLICABLE)

I **James Stephenson Chancery Clerk, Crockett County** do certify this to be a true and correct copy of the original summons issued in this case.

Date: **02/24/2023**Clerk / Deputy Clerk - **James Stephenson**

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows:

Date: **3-6-23**Agency Address: **600 Market St**By: **Deputy Cooper**

Please Print: Officer Title

Signature: **Deputy**

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff: _____

Plaintiff's Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____, ADA Coordinator, at _____



736-696-5458

Rev. 8/05/10

RECEIVED MAR 02 2023 WCSO - CIVIL WARRANTS	STATE OF TENNESSEE CIVIL SUMMONS page 1 of 1	Case Number 10852
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Served On: **Steve Nash-Director J.S. Held LLC,**
1441 New Hwy 96 West Ste 2, 202, Franklin, TN 37064

You are hereby summoned to defend a civil action filed against you in **Chancery Court Crockett** County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the required date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: **02/24/2023**

James Stephenson
 Clerk / Deputy Clerk

Attorney for Plaintiff: **Drayton Berkley**
1255 Lynnfield RD Ste 226 Memphis, TN 38119

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA §26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to execute it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to **James Stephenson Chancery Clerk, Crockett** County
15 Bells St., Ste 5 Apama, TN 38001

CERTIFICATION (IF APPLICABLE)

James Stephenson Chancery Clerk of **Crockett** County do certify this to be a true and correct copy of the original summons issued in this case.

Date: **02/24/2023**

James Stephenson
 Clerk / Deputy Clerk

OFFICER'S RETURN: Please execute this summons and make your return within ninety (90) days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows:

Date: **3-3-23**

Laurie Chamness
Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064

Laurie Chamness
 Please Print: Officer, Title

Agency Address

Signature

RETURN ON SERVICE OF SUMMONS BY MAIL: I hereby certify and return that on _____, I sent postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff

Plaintiff's Attorney (or Person Authorized to Serve Process)

(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____

ADA Coordinator, at _____

Rev. 8/05/10



736-696-5458



ALAMO
83 E PARK ST
ALAMO, TN 38001-1795
(800)275-8777

02/27/2023

08:59 AM

Product	Qty	Unit Price	Price
Priority Mail®	1		\$10.55
Nashville, TN 37243			
Weight: 1 lb 1.20 oz			
Expected Delivery Date			
Wed 03/01/2023			
Tracking #:			
9505 5154 1347 3058 1492 36			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$10.55
Priority Mail®	1		\$10.05
Franklin, TN 37064			
Weight: 1 lb 2.30 oz			
Expected Delivery Date			
Wed 03/01/2023			
Tracking #:			
9505 5154 1347 3058 1492 43			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$10.05
Priority Mail®	1		\$10.55
Chattanooga, TN 37402			
Weight: 1 lb 2.20 oz			
Expected Delivery Date			
Wed 03/01/2023			
Tracking #:			
9505 5154 1347 3058 1492 50			
Insurance			\$0.00
Up to \$100.00 included			
Total			\$10.55
Grand Total:			\$31.15
Cash			\$40.00
Change			-\$8.85

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.htm> or call 1-800-222-1811

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 470072-0516
Receipt #: 840-53700359-2-2479194-2
Clerk: 02

**IN THE CHANCERY COURT OF CROCKETT COUNTY, TENNESSEE FOR
THE TWENTY-SIXTH JUDICIAL DISTRICT AT ALAMO**

OLYMPIC STEAKHOUSE,

Plaintiff,

V

Case No. 10852

WESTERN WORLD INSURANCE
GROUP, STEVE NASH, and
JS HELD, LLC

Defendants,

FILED
2/23, 2023 AT 3:43 PM
James Ward
JAMES STEPHENSON CLERK AND MASTER

COMPLAINT TO COMPEL APPRAISAL AND FOR OF BREACH CONTRACT

Comes now, Plaintiffs, by and through counsel, and requests this Honorable Court to select an umpire and order the carrier to comply with the appraisal provision and identify an impartial appraiser to participate as mandated in the policy appraisal provision; and would show this Honorable Court the following:

I. Parties and Venue

1. Olympic Steakhouse ("Plaintiff") is the named insured and owns the insured premises at 5711 Hwy 412 Bells, Tennessee 38006 in Crockett County, Tennessee.
2. Western World Insurance Group ("Defendant") NAIC Code 13196, is a foreign corporation doing business in Tennessee located at 300 Kimball Drive, Suite 500, Parsippany, New Jersey 07054, and the Commissioner of Insurance is authorized to serve process by the parties. Defendant is responsible for the actions of JS Held LLC, Steve Nash, via operation of the doctrines of *respondent superior*, actual or apparent agency, employer-employee or master –servant.

3. JS Held, LLC, is a foreign Tennessee corporation located at 1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064 and may be served with process as authorized by Rule of the Tennessee Rules of Civil Procedure.

4. Steve Nash, of JS Held, LLC, is believed to be an adult resident citizen of Tennessee whose business address is 1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064, and Mr. Nash may be served with process by any means authorized by Rule of the Tennessee Rules of Civil Procedure.

5. This court has jurisdiction under Tennessee Common and Statutory Law and by mutual consent of the parties pursuant to the insurance contractual term of Appraisal.

II. Facts

6. Defendants issued Policy No. NPP8664937 to Plaintiffs providing coverage under the Special Form for Freeze/Water damage that occurred at the insured location of 5711 Hwy 412 Bells, Tennessee 38006, that was in effect on the date of loss of February 17, 2021, and to which assigned Claim No. 164629, and the relevant policy documents are attached herewith as Exhibit "1".

7. Defendants made certain payments towards the damages, but the estimates of Defendant and Plaintiff's estimate are materially different. See Exhibits "3" and "4".

8. On March 25, 2021, Defendants adjuster Ludwig Blake, extended coverage for the roof and other interior and exterior damages due to the covered peril based upon an estimate written by independent adjuster Casey Newport, and as shown in Exhibit "2-1".

9. On March 25, 2021, Defendants adjuster Ludwig Blake, extended coverage for the roof and other interior and exterior damages due to the covered peril supported by an estimate written by independent adjuster Casey Newport, and as shown in Exhibit "2-1".

On November 1, 2021, Mr. Blake misrepresents coverage terms to Plaintiff and their Public Adjuster on pg. 2. of Exhibit "2-1" under "Facts of This Claim" section on pg. 2. Exhibit "2-2", when he states, *"On February 24, 2021 you reported damage to the roof on 02/17/2021. Our inspection of the building found no storm or weather-related damage to the roof". "Our inspection of the building found no storm or weather related damage to the roof", and that " The roof damaged is due to wear & tear over an extended period of time, not from this one event. This long-term damage appears to be the result of inadequate or improper construction of the roofing material and pre-existing damages"*. Blake goes on to list general exclusions in the policy knowing he had previously extended coverage and payment for the damage to the roof in March of 2021, and that these exclusions could not apply as "causes of loss" to this claim; and conflated existing "*conditions*" as "causes of loss" knowing Plaintiff would incur tremendous expense abating the existing "*conditions*" in the already-approved roofing process; and knowing those conditions were never claimed as "causes of the loss" by Plaintiff, and as shown in Exhibits "2-1; 2-2"; ", and Exhibits "4; 1-26" directly refutes Defendants positions on all fronts.

misrepresents policy coverage terms and duties after loss to Plaintiff and Plaintiffs Public Adjuster on pg. 1. of his supplemental report dated October 27, 2021, by stating that, *"the costs that are anticipated to be part of the claim are submitted for review prior to executing contracts. To the extent that repair costs proceed on a time and materials basis, we recommend that that the adjustment team monitor these repairs and that the insured keep appropriate records, sign in sheets and documentation of these repairs,"* knowing that the policy does not contain a prerequisite of Plaintiff documenting, supervising, or scheduling the work of others to make the repairs to his insured premises, and Nash knew about the

previous coverage and payment for the roof seven months prior, but still failed to include it in his supplemental estimate and at all times relevant knew that the water entered from the roof and soffit areas damaging the interior insulation and suspended ceiling tiles and grids that the Defendants had provided him prior to his omissions resulting in a deficient amount of loss used by the Defendants to wrongfully violate Plaintiff rights under the policy and deny claim benefits; and after Plaintiffs Public Adjuster submitted clear photo evidence refuting Defendants position in their entirety. See Exhibits “2-1; 2-2”; ”, and photo evidence in Exhibits “4; 1-26”

10. Steve Nash of J.S. Held, LLC, misrepresents policy coverage terms and duties after loss to Plaintiff and Plaintiffs Public Adjuster on pg. 1. of his supplemental report dated October 27, 2021, by stating that, “*the costs that are anticipated to be part of the claim are submitted for review prior to executing contracts. To the extent that repair costs proceed on a time and materials basis, we recommend that that the adjustment team monitor these repairs and that the insured keep appropriate records, sign in sheets and documentation of these repairs.*”, knowing that the policy does not contain a prerequisite of Plaintiff documenting, supervising, or scheduling the work of others to make the repairs to his insured premises, and Nash knew about the previous coverage and payment for the roof seven months prior, but still failed to include it in his supplemental estimate and at all times relevant knew that the water entered from the roof and soffit areas damaging the interior insulation and suspended ceiling tiles and grids that the Defendants had provided him prior to his omissions resulting in a deficient amount of loss used by the Defendants to wrongfully violate Plaintiff rights under the policy and deny claim benefits; and after

Plaintiffs Public Adjuster submitted clear photo evidence refuting Defendants position in their entirety. See Exhibits “2-1; 2-2”; ”, and photo evidence in Exhibits “4; 1-26”.

11. Plaintiff demanded an appraisal in writing on January 27, 2023, and named therein a competent and impartial appraiser. Exhibit “1”.

12. Plaintiff and their Public Adjuster received a letter from Defendants, through counsel, on February 9, 2023, acknowledging the demand, but misrepresenting policy coverage and mandatory compliance terms to Plaintiffs on pgs. 1. And 2., that, *“there are both price and scope differences present between the two estimates. The appraisal provision in the policy is to resolve differences in the price of the repairs which Western World determined were covered”*, and *“Therefore, a full appraisal of the property would not be appropriate at this point given the coverage issues”*; without listing a specific coverage issue as required by law and knowing that price and scope are appraisable in Tennessee, as shown, in pertinent part, Exhibits “5” and “6”, where the Tennessee courts determined that Appraisal was proper because defining the “scope of the work” is inherent in determining the “amount of loss.”, and Defendants have misinterpreted policy coverage terms and even misinterpret law in order to violate Plaintiffs rights under the policy and law. See Exhibits “5” and “6”.

12. In the same letter Defendants name Randy Ison, E.V of J.S. Held as their appraiser, who does not meet the criteria set forth in the insurance contract and is disqualified due to his fellow employee and employer, Steve Nash of J.S. Held, were involved in the investigation and partial denial of this claim and have a financial interest therein. See Exhibit “3”.

13. All conditions precedents for Defendants to identify a impartial appraiser and choose an umpire have occurred, yet Defendant refuses to comply and the process cannot

proceed as mandated by the policy. A copy of the letter and the demand are attached herewith as Exhibits "1" and "4".

COUNT I COMPEL APPRAISAL AND APPOINT UMPIRE

14. The policy appraisal provision provides as follows:

E. LOSS CONDITIONS

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim. See Exhibit "1"

15. Both parties are entitled to an expeditious appraisal, pursuant to the policy language, with two competent and impartial appraisers and an impartial umpire, as these three are essential to an effective and fair appraisal process that mandates mutual participation.

COUNT II. UMPIRE QUALIFICATIONS

16. Although the policy provision does not outline the criteria to be used in the umpire selection process "Generally accepted insurance principles dictate only that 'an umpire selected to arbitrate a loss should be disinterested, unprejudiced, honest, and competent.' " *Brothers v. Generali Us. Branch*, No. CIV.A. 1:97-CV-798-MHS, 1997 WL 578681, at *3 (N.D. Ga. July 11, 1997) (quoting 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972)). The umpire "should be impartial, honest, and competent" Corpus Juris Secundum, Insurance § 1897 (2011) See, e.g., 6 Appleman, Insurance Law and Practice § 3928, at 554 (1972); Corpus Juris Secundum, Insurance § 1897 (2011).

17. Petitioner respectfully proposes the well-qualified individuals listed below who have no business or personal relationships with either party, and meet the criteria described herein.

- a) **Andy Fraraccio – Intrust Claims – CV attached**
- b) **Zach Baker – TN - The David Group - Certified Umpire – CV attached**
- c) **Mary Jo O'Neal – TN/Ind. Adj./- Certified Umpire-CV attached.**
- d) **Chris Williamson – TN – Restoration GC – CV attached.**
- e) **David Hilsdon – Lic. Engineer, P.E. TN – CV attached.**

18. This Honorable Court is authorized by the mutual consent of the parties' pursuant to the policy appraisal provision, to choose an impartial umpire and/or an impartial appraiser, if necessary, upon either's request.

COUNT III BREACH OF CONTRACT

19. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

20. Defendant materially breached the insurance contract by failing to agree to a full appraisal process upon Plaintiffs proper demand.

21. Defendant materially breached the insurance contract by failing to name an impartial appraiser pursuant to the policy.

COUNT IV PUNITIVE DAMAGES

22. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

23. Defendants conduct was reckless in light of the foregoing allegations and entitled Plaintiff to an award of punitive damages

COUNT V. FRAUDULENT INSURANCE ACT

24. The Plaintiff incorporates the foregoing allegations as if fully set forth herein.

25. Defendants made false statements and material misrepresentation of facts and policy coverage terms relating to an insurance claim, and violating the Fraudulent Insurance Act in their February 9, 2023 letter to an insured and a claims professional / practitioner by stating, *"There are both price and scope differences present between the two estimates. The appraisal provision in the policy is to resolve differences in the price of the repairs which Western World determined were covered"*, and *"Therefore, a full appraisal of the property would not be appropriate at this point given the coverage issues"*, knowing that price and scope are appraisable in Tennessee and misinterpreting law to Plaintiffs; and that their actions constituted violations of law and the Fraudulent Insurance Act found at Tenn. Code Ann. §56-53-103(a)(1), and has wrongfully delayed and denied the payment of policy benefits and violated the rights of the Plaintiff. A copy of this letter is incorporated herein by reference as Exhibit "3".

26. Defendants made material misrepresentation of facts and policy coverage terms relating to an insurance claim appraisal, violating the Fraudulent Insurance Act in their February 9, 2023 letter to the insured and a claims professional / practitioner by naming Randy Ison, E.V of J.S. Held, LLC as their appraiser in this matter, while knowing that Ison was not qualified or impartial to act as such due to his fellow employee and employer, Steve Nash of J.S. Held, being involved in the investigation and partial denial of this claim and having a substantial financial interest; and their actions constitute a violation of the Fraudulent Insurance Act found at Tenn. Code Ann. §56-53-103(a)(1) and wrongfully

delayed and denied the rights and payment of benefits to Plaintiff See Exhibit "3". A copy of this letter is incorporated herein by reference as Exhibit "3".

27. Defendants staff adjuster, Blake Ludwig, made false statements and material misrepresentation of facts and policy coverage terms relating to an insurance claim, and violating the Fraudulent Insurance Act in his letter dated November 1, 2021 to an insured and a claims professional / practitioner by stating, *"Our inspection of the building found no storm or weather related damage to the roof"*, and that *"The roof damaged is due to wear & tear over an extended period of time, not from this one event. This long-term damages appears to be the result of inadequate or improper construction of the roofing material and pre-existing damages"*; Ludwig knew at all times that there were no coverage issues, as shown in Plaintiff and Defendants own detailed estimate and photos of damages from the ice, and that these statements were false because wear and tear was only excluded as a cause of loss under the policy, and coverage had already been determined and payment extended, yet Defendants still delayed and denied coverage and benefits to Plaintiff under the policy; and their actions constitute a violation of the Fraudulent Insurance Act found at Tenn. Code Ann. §56-53-103(a)(1) and has wrongfully delayed and denied the rights and payment of benefits to Plaintiff. A copy of this letter is incorporated herein by reference as Exhibit "3". Exhibits "2-1" "3" and "4".

28. On October 27, 2021, Steve Nash., who on information and belief is a resident of the State of Tennessee, and whose business address is 1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064, while in the Course and scope of his employment with Defendants, misrepresented coverage terms and false information to an insured and an insurance professional related to an insurance claim by misrepresents policy coverage terms and

duties after loss to Plaintiff and Plaintiffs Public Adjuster on pg. 1. of his supplemental report dated October 27, 2021, by stating that, *“the costs that are anticipated to be part of the claim are submitted for review prior to executing contracts. To the extent that repair costs proceed on a time and materials basis, we recommend that that the adjustment team monitor these repairs and that the insured keep appropriate records, sign in sheets and documentation of these repairs,”*, knowing that the policy does not contain a prerequisite of Plaintiff documenting, supervising, or scheduling the work of others to make the repairs to his insured premises, and Nash knew about the previous coverage and payment for the roof seven months prior, but still failed to include it in his supplemental estimate and at all times relevant knew that the water entered from the roof and soffit areas damaging the interior insulation and suspended ceiling tiles and grids that the Defendants had provided him prior to his omissions resulting in a deficient amount of loss used by the Defendants to wrongfully violate Plaintiff rights under the policy and deny claim benefits; and even after Plaintiffs Public Adjuster submitted clear photo evidence refuting Defendants position in their entirety. See Exhibits “2-1”; “2-2” and photo evidence in Exhibits “4; 1-26” and “6”. Nash’s actions constitute a violation of the Fraudulent Insurance Act found at Tenn. Code Ann. §56-53-103(a)(1) and has wrongfully delayed and denied the payment of benefits to Plaintiff. A copy of these Exhibits is incorporated herein by reference as Exhibits “2-1”; “2-2” and photo evidence in Exhibits “4; 1-26” and “6”.

29. The actions of Western World, Blake, JS Held, LLC, and Nash are part of a pattern or practice of violating the Fraudulent Insurance Act in Tenn. Code Ann. §56-53-107 that entitles the Plaintiff to treble damages.

29. The actions of Western World, Blake, JS Held, LLC, and Nash are part of a pattern or practice of violating the Fraudulent Insurance Act in Tenn. Code Ann. §56-53-107 that entitles the Plaintiff to treble damages.

WHEREFORE, ALL PREMISES CONSIDERED, PLAINTIFF requests the court enter an order to name an impartial appraiser, appoint an umpire, award pre-judgment interest, post-judgment interest, compensatory damages, attorney fees, treble damages, and other damages and expenses authorized by Tenn. Code Ann. §56-53-107 of no less than FIVE MILLION DOLLARS and punitive damages of no less than TEN MILLION DOLLARS.

Respectfully submitted,


Drayton Berkley, # 02261
Counsel for Plaintiffs
The Berkley Law Firm, PLLC
1255 Lynnfield Road Ste 226
Memphis, TN 38119,
Phone. 901-322-8706
attorneyberklev@gmail.com

CERTIFICATE OF SERVICE

I do hereby certify that the foregoing document has been served upon the counsel of record or parties pro se in this cause **BY ELECTRONIC TRANSMISSION**, as follows:

CARR-ALLISON
736 Market Street
Suite 1320
Chattanooga, TN 37402
T: 423.648.9832
F: 423.648.9869
W: carrallison.com
E: jwatson@carrallison.com

Western World Group
NAIC Code 13196
300 Kimball Drive, Suite 500
Parsippany, New Jersey 07054

Steve Nash | Director
J.S. Held LLC
1441 New Hwy 96 West
Ste 2, 202, Franklin, TN 37064
615-478-2430

This 23rd day of February, 2023



Drayton Berkley, # 02261
Counsel for Plaintiffs
The Berkley Law Firm, PLLC

DEC PAGE 1



STOCK COMPANY

**WESTERN
WORLD**An **AIG** company**COMMERCIAL LINES POLICY**POLICY NUMBER: **NPP8664937**Prior Policy Number: **NPP8518775**☒ **WESTERN WORLD INSURANCE COMPANY**☐ **TUDOR INSURANCE COMPANY**☐ **STRATFORD INSURANCE COMPANY****COMMON POLICY DECLARATIONS**

Agent/Broker #31601

Named Insured and Mailing Address:

Olympic Steakhouse

5711 Hwy 412

BELLS, TN 38006

This insurance contract is with an insurer not licensed to
transact insurance in this state and is issued and delivered
as a surplus lines coverage pursuant to the Tennessee
insurance statutes.

Producer:Risk Placement Services Inc. - Florence
301 E. Limestone Street

Florence, AL 35630

Policy Period: (Mo./Day/Yr.)

From: 03/13/2020

To: 03/13/2021

12:01 AM, standard time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE
AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

Commercial Property Coverage Part	\$ 7,938.00
Commercial General Liability Coverage Part	\$ 3,113.00
Commercial Auto Coverage Part	\$ NOT COVERED
	\$
	\$
	\$
Other Coverages: Terrorism Risk Insurance Act	\$ NOT COVERED
	\$
	\$
	\$
TOTAL ADVANCE PREMIUM	
	\$ 11,051.00
Broker Fee - RPS	\$ 200.00
TN Surplus Lines Tax	\$ 562.55
TN Clearinghouse Fee	\$ 19.69
	\$
	\$
	\$
GRAND TOTAL	\$ 11,833.24

**Forms and endorsements applying to this policy and
attached at time of issue:**

See Applicable Schedule Of Forms And Endorsements

RPSFLO/SC/2020.03.19

Page 1 of 2

WW230 (06/17)

INSURED



SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: NPP8664937	NAMED INSURED Olympic Steakhouse
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Form/Endorsement No./Edition Date

Title (Note- Titles are indications only. See actual form for correct name.)

WW230 (06_17) WW497 (01_18) WW232 (01_12) CL170 (01_86) WW22 (06_16) IL0017 (11_98) IL0021 (09_08) WW183 (05_12) WW10A (10_05) WW1 (06_12) WW3 (08_09) WW13 (06_12) WW168 (06_12) WW191 (01_97) WW192 (04_13) WW244 (01_16) WW401 (08_19) WW424 (09_10) WW456 (01_12) CG0001 (12_07) CG0068 (05_09) CG2107 (05_14) CG2111 (06_15) CG2136 (03_05) CG2144 (07_98) CG2147 (12_07) CG2149 (09_99) CG2167 (12_04) CG2173 (01_15) CG2229 (11_85) CG2407 (01_96) ILP001 (01_04) WW231 (08_11) WW451 (08_11) WW425 (02_08) WW458 (06_13) CP0010 (06_07) CP0030 (06_07) CP0090 (07_88) CP0140 (07_06) CP0440 (06_07) CP1030 (06_07) CP1211 (10_00) CP1218 (06_07) IL0935 (07_02) IL0953 (01_15) PR1001 (10_14) PR1002 (10_14) PR1212 (12_19) PR9906 (06_15) WWEB2 (10_10)	COMMON POLICY DECLARATIONS NOTICE - CLAIM REPORTING COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS CGL DECLARATIONS EXTENSION SERVICE OF SUIT COMMON POLICY CONDITIONS NUCLEAR ENERGY LIABILITY EXCLUSION ENDT MINIMUM-EARNED PREMIUM SCHEDULE OF LOCATIONS DEDUCTIBLE ENDORSEMENT ASSAULT AND BATTERY EXCLUSION CLASSIFICATION LIMITATION CANCELLATION AND PREMIUM AUDIT CHANGES CONTRACTUAL LIABILITY - AMENDMENTS PREMIUM BASIS ENDORSEMENT EXCLUSION - BODILY INJURY TO CASUAL WORKER OR TEMPORARY TOTAL AND ABSOLUTE ASBESTOS EXCLUSION EXCL OF NUCLEAR/BIO/CHEM INJURY OR DAMAGE COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT COMMERCIAL GENERAL LIABILITY COVERAGE FORM RECORDING/DISTR: MATERIAL IN VIOLATION OF LAW EXCL EXCL-ACCESS OR DISCL OF CONFIDENTIAL OR PERSONAL INFO EXCLUSION - UNMANNED AIRCRAFT COVERAGE B ONLY EXCLUSION - NEW ENTITIES LIMIT OF COVERAGE TO DESIGNATED PREMISES OR PROJ EMPLOYMENT-RELATED PRACTICES EXCLUSION TOTAL POLLUTION EXCLUSION ENDORSEMENT FUNGI OR BACTERIA EXCLUSION EXCLUSION OF CERTIFIED ACTS OF TERRORISM EXCLUSION - PROPERTY ENTRUSTED PRODS/COMPLETED OPS HAZARD REDEFINED U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DEC EXCL OF CHEMICAL AND BIOLOGICAL LOSS OR DAMAGE ASBESTOS EXCLUSION BUILDING & PERSONAL PROPERTY COVERAGE FORM BUSINESS INCOME & EXTRA EXPENSE COVERAGE FORM COMMERCIAL PROPERTY CONDITIONS EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA SPOILAGE COVERAGE CAUSES OF LOSS - SPECIAL FORM BURGLARY & ROBBERY PROTECTIVE SAFEGUARDS LOSS PAYABLE PROVISIONS EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES EXCLUSION OF CERTIFIED ACTS OF TERRORISM WATER EXCLUSION EARTH MOVEMENT EXCLUSION ACTUAL CASH VALUE DEFINITION ENDORSEMENT PROPERTY PLUS - DIRECT DAMAGE ENDORSEMENT EQUIPMENT BREAKDOWN COVERAGE
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ADDITIONAL FORMS AND ENDORSEMENTS

INSURED

COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: NPP8664937Effective Date: 03/13/2020
12:01 AM, Standard Time

COMMERCIAL GENERAL LIABILITY - LIMITS OF INSURANCE						
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 1,000,000					
Products - Completed Operations Aggregate Limit	\$ 500,000	†				
Personal and Advertising Injury Limit	\$ 500,000		Any One Person or Organization			
Each Occurrence Limit	\$ 500,000					
Damage to Premises Rented to You	\$ 100,000		Any One Premises			
Medical Expense Limit	\$ 5,000		Any One Person			
Each Professional Incident Limit (if applicable)	\$ Not Covered					
† If the Limit is shown as Included, Products-Completed Operations are subject to the General Aggregate Limit.						
PREMIUM						
Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Buildings or Premises - bank or office - mercantile or manufacturing - maintained by the Insured (lessor's risk only) - for profit (P1/B1)	61217	Area 9,000	0.00	28.459	0.00	256.00
Restaurants - with sale of alcoholic beverages that are more than 30% but less than 75% of the annual receipts of the restaurant - with dance floor (P1/B1)	16915	Gross Sales 700,000.00	0.197	3.622	138.00	2,535.00
Warehouses - mini-warehouses (P1/B2)	18991	Gross Sales 12,500.00	0.00	4.319	0.00	54.00
Warehouses - mini-warehouses (P1/B3)	18991	Gross Sales 12,500.00	0.00	4.319	0.00	54.00
Total Advance Premium						\$ 3,113.00
FORMS AND ENDORSEMENTS						
Forms and Endorsements applying to this coverage part and made part of policy at time of issue:						
See Schedule of Forms and Endorsements						

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

WW232 (01/12)



January 27, 2023

Sent Via E-Mail

Western World / AIG
300 Kimball Drive, Suite 500
Parsippany, NJ 07054
P: 201 847 8600 | F: 201 847 1780
E: r.teglia@westernworld.com

Re: Insured: Olympic Steakhouse
Claim No.: 164629
Loss Location: 5711 Hwy 412, Bells, TN 38006
Date of Loss: 02/17/2021

Greetings,

We are demanding appraisal of the amount of our losses covered by the policy resulting from the covered loss of Freeze/Water Damage captioned above, and in the manner described within the policy specific language as noted below:

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
- If there is an appraisal, we will still retain our right to deny the claim.

We designate our appraiser as follows:

Zach Baker
(815)988-3337
Claims@TDGroup.us

Accordingly, please designate your appraiser and have him/her contact Mr. Baker in the manner as prescribed. We do not waive any policy provisions, right, action, or defenses whether or not identified by our compliance with this policy provision.

Sincerely,

William Saveh
Olympic Steakhouse



c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.
- We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Eusiness Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a ~~competent and impartial appraiser~~.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Loss

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
 - (7) Cooperate with us in the investigation or settlement of the claim.
 - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.



3. Loss Determination

a. The amount of Business Income loss will be determined based on:

- (1) The Net Income of the business before the direct physical loss or damage occurred;
- (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices and other vouchers; and
 - (c) Deeds, liens or contracts.

b. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
- (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition

COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

1. The Coinsurance percentage shown for Business Income in the Declarations; times
2. The sum of:
 - a. The Net Income (Net Profit or Loss before income taxes), and
 - b. Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).



300 Kimball Drive, Suite 500
Parsippany, NJ 07054
USA

T +1 201 847 8600
F +1 201 847 1780
Toll Free +1 866 852 2990

March 25, 2021

Sent Via Email

Olympic Steakhouse & William Griffin
5711 Hwy 412
Bells, TN 38006

RE: Insured: Olympic Steakhouse
Claim No.: 164629
Loss Location: 5711 Hwy 412, Bells, TN 38006
Date of Loss: 02/17/2021
Policy No.: NPP8664937

Dear Olympic Steakhouse:

We recently received your claim for the above referenced loss. Based on the information you provided, your policy, and the inspection we have determined that the damage caused by Freeze/Water Damage at 5711 Hwy 412, Bells, TN 38006 is a covered loss.

Please show the adjuster's estimate to your contractor and have that person contact the adjuster with any questions about price or scope. Please notify us of any potential changes in scope or price. Unapproved changes will not be covered.

Your property claim has been calculated as follow:

Summary for Premise 1 Building 1

Replacement Cost	\$ 22,960.98
Less Non Recoverable Depreciation	\$ 2,489.88
Actual Cash Value	\$ 20,471.10
Less Co-Insurance Penalty	\$ 2,843.44
Less Deductible	\$ 2,500.00
Net Claim Payable	\$ 15,127.66

A check for \$15,127.66 has been authorized and will be sent to you separately.

Please be aware that the mortgagee has been added to the payment(s), as it is above \$10,000. Also your Public Adjuster Company will be included on your check due to signed LOR received.

If the full cost allowed for repair or replacement is found to be insufficient you must contact Western World Insurance to discuss any supplemental claim before repairs are initiated. Unapproved changes will not be covered.

Thank you for your assistance and cooperation in the handling this claim. If you have any questions, please contact me at (972) 945-0040

Sincerely,

Ludwig Blake

Ludwig Blake
Property Claims Examiner


Parker Loss Consultants

130 Chieftain Drive, Suite 102
Waxahachie, Texas 75165

Insured: Olympic Steakhouse
Property: 5711 Hwy 412
Bells, TN 38006

Home: (731) 501-9723

Claim Rep.: Ludwig Blake
Company: Western World Insurance Group

Business: (972) 945-0040
E-mail: ludwig.blake@westernworld.com

Estimator: Casey Newport

Business: (901) 262-5444
E-mail: caseynewport@comcast.net

Reference:
Company: Western World Insurance Group
Business: 300 Kimball Avenue, Suite 500
Parsippany, NJ 07054

Business: (201) 847-8600

Claim Number: 164629

Policy Number: NPP8664937

Type of Loss: Weight of Ice & Snow

Date Contacted: 2/25/2021

Date of Loss: 2/17/2021

Date Inspected: 3/8/2021

Date Est. Completed: 7/1/2020

Date Received: 2/24/2021

Date Entered: 3/3/2021 11:00 AM

Price List: TNJA8X_FEB21

Estimate: Restoration/Service/Remodel
OLYMPIC_STEAKHOUSE-2

Important! Please Read First:

This is an estimate of damages only. It is not an offer of settlement. This estimate is subject to the review and approval of Western World Insurance Group. This is not an authorization of repair, nor is it a guarantee of payment. **Your policy may contain terms or conditions which may impact coverage regarding these damages.** Pending approval, neither the insurer nor its representatives assumes responsibility for repairs.

This estimate is prepared using prevailing prices of building materials and labor in your area. The ultimate choice of a contractor is up to you. If the contractor you choose thinks he or she is unable to complete the specified repairs for the amount allowed in our estimate, please have your contractor contact me immediately. Any request for supplemental funds must be made prior to the work being done, or such request cannot be honored.



Parker Loss Consultants

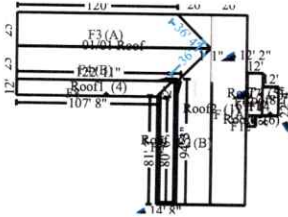
130 Chieftain Drive, Suite 102
Waxahachie, Texas 75165

**ROOF WAS INCLUDED,
THEN REMOVED BY
STEVE NASH**

OLYMPIC-ME

Roof

Main Level



01/01 Roof

17465.43 Surface Area
1106.65 Total Perimeter Length

174.65 Number of Squares
287.25 Total Ridge Length

**THIS RESULTS IN REMOVAL OF THE ENTIRE ROOF
DUE TO THE CONDITIONS.**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Remove Ridge cap - metal roofing	58.00 LF	1.68	0.00	0.00	97.44	(0.00)	97.44
2. Metal roofing - Detach & reset	1,527.33 SF	3.00	20.85	0.00	4,602.84	(0.00)	4,602.84
3. Install Ridge cap - metal roofing	58.00 LF	1.77	0.00	0.00	102.66	(0.00)	102.66
4. R&R Sheathing - OSB - 5/8"	384.00 SF	2.32	42.31	0.00	933.19	(325.44)	607.75
Totals: 01/01 Roof			63.16	0.00	5,736.13	325.44	5,410.69
Total: Main Level			63.16	0.00	5,736.13	325.44	5,410.69

01/01 Front Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
5. R&R Standing seam metal roofing	66.00 SF	6.38	17.50	84.22	522.80	<23.94>	498.86
6. R&R Patio Post - Aluminum tube	90.00 LF	7.23	35.36	130.14	816.20	<90.68>	725.52
7. R&R Gutter / downspout - aluminum - 6"	36.00 LF	8.50	20.43	61.20	387.63	<83.81>	303.82
Awning guttering.							
8. R&R Gutter / downspout - aluminum - up to 5"	12.00 LF	5.47	3.40	13.12	82.16	(13.97)	68.19
9. R&R Siding - aluminum (.024 thickness)	120.00 SF	5.63	42.71	135.12	853.43	(262.80)	590.63
10. Prime & paint metal siding	326.00 SF	0.84	8.26	54.76	336.86	(5.65)	331.21
11. R&R Exterior light fixture - Premium grade	1.00 EA	205.21	10.73	41.04	256.98	(27.50)	229.48
12. R&R 110 volt commercial wiring/conduit and box - rough in only	1.00 EA	178.86	2.03	35.78	216.67	(8.32)	208.35
13. R&R Exterior light fixture - High grade	2.00 EA	123.78	14.63	49.52	311.71	(37.51)	274.20
14. R&R Soffit - vinyl	380.00 SF	4.00	70.40	304.00	1,894.40	(288.80)	1,605.60
15. Clean the surface area	265.00 SF	0.26	0.26	13.78	82.94	(0.00)	82.94
16. R&R Cap flashing	20.00 LF	15.55	21.02	0.00	332.02	(161.70)	170.32
Totals: 01/01 Front Elevation			246.73	922.68	6,093.80	1,004.68	5,089.12

OLYMPIC STEAKHOUSE-2

**NO EMERGENCY REMOVAL INCL. AND
THE WALL PANELS / VESTIBULE /
SOFFIT WERE HEAVILY DAMAGED.**

3/23/2021

Page: 2



Parker Loss Consultants

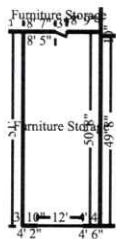
130 Chieftain Drive, Suite 102
Waxahachie, Texas 75165

01/01 Left Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
17. R&R 2" x 6" lumber (1 BF per LF)	45.00 LF	3.18	6.54	28.64	178.28	(22.35)	155.93
18. R&R Fascia - metal - 6"	120.00 LF	4.00	17.55	96.00	593.55	(135.00)	458.55
19. R&R Gutter / downspout - aluminum - up to 5"	140.00 LF	5.47	39.72	153.16	958.68	(305.55)	653.13
20. R&R Soffit - vinyl	120.00 SF	4.00	22.23	96.00	598.23	(171.00)	427.23
21. R&R PVC schedule 40 conduit, 3/4"	20.00 LF	4.14	0.60	16.56	99.96	(3.10)	96.86
22. R&R #4 gauge copper wire - stranded or solid	20.00 LF	2.21	2.11	8.84	55.15	(7.20)	47.95
23. R&R Disconnect box - 60 amp - non fused	1.00 EA	145.70	1.64	29.14	176.48	(12.62)	163.86
Totals: 01/01 Left Elevation			90.39	428.34	2,660.33	656.82	2,003.51
Total: Roof			400.28	1,351.02	14,490.26	1,986.94	12,503.32

SKETCH2

Main Level



Furniture Storage

Height: 9' 3"

1198.42 SF Walls	1021.78 SF Ceiling
2220.19 SF Walls & Ceiling	1021.78 SF Floor
113.53 SY Flooring	126.67 LF Floor Perimeter
141.67 LF Ceil. Perimeter	

Window - Goes to Floor
Door

12' X 7' 8"
3' X 6' 8"

Opens into Exterior
Opens into REAR_FURNITU

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
24. Mask the floor per square foot - plastic and tape - 4 mil	1,021.78 SF	0.23	4.98	47.00	286.99	(0.00)	286.99
25. Contents - move out then reset - Extra large room	1.00 EA	135.81	0.00	27.16	162.97	(0.00)	162.97
26. Drywall patch / small repair, ready for paint	1.00 EA	64.42	0.27	12.88	77.57	(0.00)	77.57
27. Drywall Installer / Finisher - per hour	3.00 HR	79.56	0.00	47.74	286.42	(0.00)	286.42
28. R&R Water supply line - PVC with fitting and hanger, 3/4"	2.00 LF	11.45	0.10	4.58	27.58	(0.00)	27.58
29. Plumber - per hour	2.50 HR	90.21	0.00	45.10	270.63	(0.00)	270.63
30. Spot seal w/oil based/hybrid stain blocker	1.00 EA	24.04	0.24	4.80	29.08	(0.00)	29.08
31. Paint the walls - two coats	1,198.42 SF	0.88	23.37	210.92	1,288.90	(179.76)	1,109.14
32. Baseboard - Detach & reset	8.00 LF	1.85	0.02	2.96	17.78	(0.00)	17.78

OLYMPIC_STEAKHOUSE-2

3/23/2021

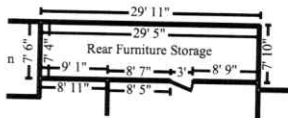
Page: 3

**Parker Loss Consultants**

130 Chieftain Drive, Suite 102
Waxahachie, Texas 75165

CONTINUED - Furniture Storage

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
33. Paint baseboard - two coats	126.67 LF	1.32	1.48	33.44	202.12	(11.40)	190.72
34. Water extraction from hard surface floor	1,021.78 SF	0.21	0.00	0.00	214.57	(0.00)	214.57
35. Final cleaning - construction - Commercial	1,021.78 SF	0.13	0.00	26.56	159.39	(0.00)	159.39
Totals: Furniture Storage			30.46	463.14	3,024.00	191.16	2,832.84

**Rear Furniture Storage****Height: 9' 3"**

659.88 SF Walls	215.72 SF Ceiling
875.60 SF Walls & Ceiling	215.72 SF Floor
23.97 SY Flooring	70.50 LF Floor Perimeter
73.50 LF Ceil. Perimeter	

Door**3' X 6' 8"****Opens into FURNITURE_ST**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
36. Contents - move out then reset	1.00 EA	45.27	0.00	9.06	54.33	(0.00)	54.33
37. Mask the floor per square foot - plastic and tape - 4 mil	215.72 SF	0.23	1.05	9.92	60.59	(0.00)	60.59
38. R&R Batt insulation - 10" - R30 - paper / foil faced	107.86 SF	1.57	9.99	33.86	213.19	(6.83)	206.36
39. R&R Suspended ceiling tile - 2' x 2'	107.86 SF	2.22	14.09	47.88	301.41	(9.64)	291.77
No coverage for damage under the rotted decking and no coverage for repeated seepage.							
40. Spot seal w/oil based/hybrid stain blocker	1.00 EA	24.04	0.24	4.80	29.08	(0.00)	29.08
41. Paint the walls - two coats	659.88 SF	0.88	12.87	116.14	709.70	(98.98)	610.72
42. Final cleaning - construction - Commercial	215.72 SF	0.13	0.00	5.60	33.64	(0.00)	33.64
Totals: Rear Furniture Storage			38.24	227.26	1,401.94	115.45	1,286.49

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Waxahachie, Texas 75165

**Salon****Height: 9' 3"**

1461.47 SF Walls	1920.44 SF Ceiling
3381.92 SF Walls & Ceiling	1920.44 SF Floor
213.38 SY Flooring	153.75 LF Floor Perimeter
176.67 LF Ceil. Perimeter	

Door**3' X 6' 8"****Opens into Exterior****Window - Goes to Floor****19' 11" X 7' 8"****Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
43. Water extraction from hard surface floor	576.13 SF	0.21	0.00	0.00	120.99	(0.00)	120.99
44. Final cleaning - construction - Commercial	1,920.44 SF	0.13	0.00	49.94	299.60	(0.00)	299.60
Totals: Salon			0.00	49.94	420.59	0.00	420.59

**Furniture Store****Height: 9' 3"**

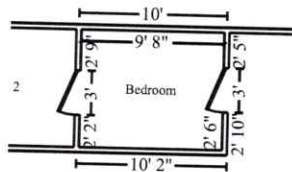
1512.92 SF Walls	1664.44 SF Ceiling
3177.36 SF Walls & Ceiling	1664.44 SF Floor
184.94 SY Flooring	160.67 LF Floor Perimeter
175.67 LF Ceil. Perimeter	

Door**3' X 6' 8"****Opens into BREAK_ROOM****Window - Goes to Floor****12' X 7' 8"****Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
45. Contents - move out then reset	1.00 EA	45.27	0.00	9.06	54.33	(0.00)	54.33
46. Mask the surface area per square foot - plastic and tape - 4 mil	60.00 SF	0.23	0.29	2.76	16.85	(0.00)	16.85
47. R&R Batt insulation - 10" - R30 - paper / foil faced	28.00 SF	1.57	2.59	8.78	55.33	(1.77)	53.56
48. R&R Suspended ceiling tile - 2' x 2'	28.00 SF	2.22	3.66	12.42	78.24	(2.50)	75.74
No coverage for repeated seepage.							
49. Final cleaning - construction - Commercial	100.00 SF	0.13	0.00	2.60	15.60	(0.00)	15.60
Totals: Furniture Store			6.54	35.62	220.35	4.27	216.08

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**Bedroom****Height: 9' 3"**

285.29 SF Walls
361.82 SF Walls & Ceiling
8.50 SY Flooring
35.17 LF Ceil. Perimeter

76.53 SF Ceiling
76.53 SF Floor
29.17 LF Floor Perimeter

Door**3' X 6' 8"****Opens into BREAK ROOM****Door****3' X 6' 8"****Opens into BEDROOM_2**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
50. Contents - move out then reset - Small room	1.00 EA	33.98	0.00	6.80	40.78	(0.00)	40.78
51. Mask the floor per square foot - plastic and tape - 4 mil	76.53 SF	0.23	0.37	3.52	21.49	(0.00)	21.49
52. R&R Batt insulation - 10" - R30 - paper / foil faced	12.00 SF	1.57	1.11	3.78	23.73	(0.76)	22.97
53. R&R Suspended ceiling tile - 2' x 2'	12.00 SF	2.22	1.57	5.34	33.55	(1.07)	32.48
No coverage for repeated seepage.							
54. Spot seal w/oil based/hybrid stain blocker	1.00 EA	24.04	0.24	4.80	29.08	(0.00)	29.08
55. Paint the walls - two coats	285.29 SF	0.88	5.56	50.22	306.84	(38.04)	268.80
56. Final cleaning - construction - Commercial	76.53 SF	0.13	0.00	2.00	11.95	(0.00)	11.95
Totals: Bedroom			8.85	76.46	467.42	39.87	427.55

**Bedroom 2****Height: 9' 3"**

340.75 SF Walls
432.45 SF Walls & Ceiling
10.19 SY Flooring
39.00 LF Ceil. Perimeter

91.70 SF Ceiling
91.70 SF Floor
36.00 LF Floor Perimeter

Door**3' X 6' 8"****Opens into BEDROOM**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
57. Contents - move out then reset - Small room	1.00 EA	33.98	0.00	6.80	40.78	(0.00)	40.78
58. Mask the floor per square foot - plastic and tape - 4 mil	91.70 SF	0.23	0.45	4.22	25.76	(0.00)	25.76
59. R&R Batt insulation - 10" - R30 - paper / foil faced	12.00 SF	1.57	1.11	3.78	23.73	(0.76)	22.97
60. R&R Suspended ceiling tile - 2' x 2'	12.00 SF	2.22	1.57	5.34	33.55	(1.07)	32.48
No coverage for repeated seepage.							

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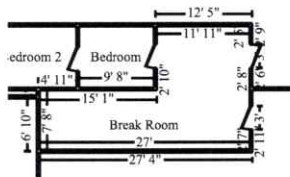
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130 Chieftain Drive, Suite 102
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CONTINUED - Bedroom 2

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
61. Spot seal w/oil based/hybrid stain blocker	1.00 EA	24.04	0.24	4.80	29.08	(0.00)	29.08
62. Paint the walls - two coats	340.75 SF	0.88	6.64	59.98	366.48	(45.43)	321.05
63. Final cleaning - construction - Commercial	91.70 SF	0.13	0.00	2.38	14.30	(0.00)	14.30
Totals: Bedroom 2			10.01	87.30	533.68	47.26	486.42

**Break Room****Height: 9' 3"**

733.96 SF Walls	305.31 SF Ceiling
1039.27 SF Walls & Ceiling	305.31 SF Floor
33.92 SY Flooring	76.83 LF Floor Perimeter
85.83 LF Ceil. Perimeter	

Door	3' X 6' 8"	Opens into Exterior
Door	3' X 6' 8"	Opens into ROOM2
Door	3' X 6' 8"	Opens into BEDROOM

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
64. Contents - move out then reset	1.00 EA	45.27	0.00	9.06	54.33	(0.00)	54.33
65. Mask the surface area per square foot - plastic and tape - 4 mil	20.00 SF	0.23	0.10	0.92	5.62	(0.00)	5.62
66. R&R Batt insulation - 10" - R30 - paper / foil faced	4.00 SF	1.57	0.37	1.26	7.91	(0.25)	7.66
67. R&R Suspended ceiling tile - 2' x 2'	4.00 SF	2.22	0.52	1.78	11.18	(0.36)	10.82
68. Final cleaning - construction - Commercial	20.00 SF	0.13	0.00	0.52	3.12	(0.00)	3.12
Totals: Break Room			0.99	13.54	82.16	0.61	81.55

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**Mexican Restaurant Drink Room****Height: 8'**

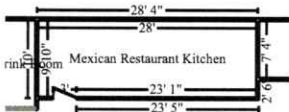
329.00 SF Walls	180.53 SF Ceiling
509.53 SF Walls & Ceiling	180.53 SF Floor
20.06 SY Flooring	38.42 LF Floor Perimeter
54.67 LF Ceil. Perimeter	

**Missing Wall - Goes to Floor
Door**

13' 3" X 6' 8"**3' X 6' 8"****Opens into Exterior****Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
69. Contents - move out then reset	1.00 EA	45.27	0.00	9.06	54.33	(0.00)	54.33
70. Mask the surface area per square foot - plastic and tape - 4 mil	40.00 SF	0.23	0.20	1.84	11.24	(0.00)	11.24
71. R&R Batt insulation - 10" - R30 - paper / foil faced	12.00 SF	1.57	1.11	3.78	23.73	(0.76)	22.97
72. R&R Suspended ceiling tile - 2' x 2'	12.00 SF	2.22	1.57	5.34	33.55	(1.07)	32.48
No coverage for repeated seepage.							
73. Final cleaning - construction - Commercial	180.53 SF	0.13	0.00	4.70	28.17	(0.00)	28.17

Totals: Mexican Restaurant Drink Room **2.88** **24.72** **151.02** **1.83** **149.19**

**Mexican Restaurant Kitchen****Height: 9' 3"**

679.92 SF Walls	275.33 SF Ceiling
955.25 SF Walls & Ceiling	275.33 SF Floor
30.59 SY Flooring	72.67 LF Floor Perimeter
75.67 LF Ceil. Perimeter	

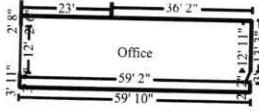
Door**3' X 6' 8"****Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
74. Contents - move out then reset	1.00 EA	45.27	0.00	9.06	54.33	(0.00)	54.33
75. Clean the surface area	64.00 SF	0.26	0.06	3.32	20.02	(0.00)	20.02
76. Final cleaning - construction - Commercial	275.33 SF	0.13	0.00	7.16	42.95	(0.00)	42.95

Totals: Mexican Restaurant Kitchen **0.06** **19.54** **117.30** **0.00** **117.30**

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Office**Height: 8' 6"**

1201.25 SF Walls
2271.18 SF Walls & Ceiling
118.88 SY Flooring
154.50 LF Ceil. Perimeter

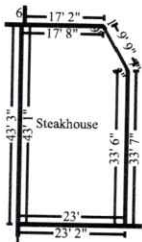
1069.93 SF Ceiling
1069.93 SF Floor
139.50 LF Floor Perimeter

**Window - Goes to Floor
Door**

12' X 7' 8"
3' X 6' 8"

**Opens into Exterior
Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
77. Contents - move out then reset	1.00 EA	45.27	0.00	9.06	54.33	(0.00)	54.33
78. Mask the surface area per square foot - plastic and tape - 4 mil	96.00 SF	0.23	0.47	4.42	26.97	(0.00)	26.97
79. R&R Batt insulation - 10" - R30 - paper / foil faced	44.00 SF	1.57	4.08	13.82	86.98	(2.79)	84.19
80. R&R Suspended ceiling tile - 2' x 2'	44.00 SF	2.22	5.75	19.54	122.97	(3.93)	119.04
No coverage for repeated seepage.							
81. Final cleaning - construction - Commercial	1,069.93 SF	0.13	0.00	27.82	166.91	(0.00)	166.91
Totals: Office			10.30	74.66	458.16	6.72	451.44

**Steakhouse****Height: 8' 6"**

1011.75 SF Walls
1977.00 SF Walls & Ceiling
107.25 SY Flooring
128.21 LF Ceil. Perimeter

965.25 SF Ceiling
965.25 SF Floor
118.46 LF Floor Perimeter

Door**9' 9" X 8'****Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
82. Contents - move out then reset	1.00 EA	45.27	0.00	9.06	54.33	(0.00)	54.33
83. Mask the surface area per square foot - plastic and tape - 4 mil	20.00 SF	0.23	0.10	0.92	5.62	(0.00)	5.62
84. R&R Batt insulation - 10" - R30 - paper / foil faced	4.00 SF	1.57	0.37	1.26	7.91	(0.25)	7.66
85. R&R Suspended ceiling tile - 2' x 2'	4.00 SF	2.22	0.52	1.78	11.18	(0.36)	10.82
86. Final cleaning - construction - Commercial	20.00 SF	0.13	0.00	0.52	3.12	(0.00)	3.12
Totals: Steakhouse			0.99	13.54	82.16	0.61	81.55

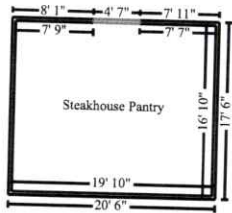
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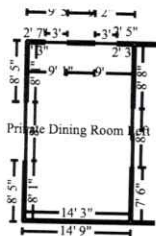
130 Chieftain Drive, Suite 102
Waxahachie, Texas 75165

**Steakhouse Pantry****Height: 8'**

556.11 SF Walls	333.86 SF Ceiling
889.97 SF Walls & Ceiling	333.86 SF Floor
37.10 SY Flooring	68.75 LF Floor Perimeter
73.33 LF Ceil. Perimeter	

Missing Wall - Goes to Floor**4' 7" X 6' 8"****Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
87. Contents - move out then reset	1.00 EA	45.27	0.00	9.06	54.33	(0.00)	54.33
88. Mask the surface area per square foot - plastic and tape - 4 mil	100.00 SF	0.23	0.49	4.60	28.09	(0.00)	28.09
89. R&R Ceiling panel - w/battens & staples*	64.00 SF	3.54	9.73	45.32	281.61	(19.97)	261.64
90. R&R Batt insulation - 10" - R30 - paper / foil faced	64.00 SF	1.57	5.93	20.10	126.51	(12.16)	114.35
91. Final cleaning - construction - Commercial	333.86 SF	0.13	0.00	8.68	52.08	(0.00)	52.08
Totals: Steakhouse Pantry			16.15	87.76	542.62	32.13	510.49

**Private Dining Room Left****Height: 8' 6"**

495.71 SF Walls	345.27 SF Ceiling
840.98 SF Walls & Ceiling	345.27 SF Floor
38.36 SY Flooring	60.91 LF Floor Perimeter
76.91 LF Ceil. Perimeter	

Door**8' X 8'****Opens into PRIVATE_DINI****Door****8' X 8'****Opens into Exterior****Window****3' X 5'****Opens into Exterior****Window****3' X 5'****Opens into Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
92. Contents - move out then reset - Small room	1.00 EA	33.98	0.00	6.80	40.78	(0.00)	40.78
93. Mask the surface area per square foot - plastic and tape - 4 mil	20.00 SF	0.23	0.10	0.92	5.62	(0.00)	5.62
94. R&R Batt insulation - 10" - R30 - paper / foil faced	4.00 SF	1.57	0.37	1.26	7.91	(0.25)	7.66
95. R&R Suspended ceiling tile - 2' x 2'	4.00 SF	2.22	0.52	1.78	11.18	(0.36)	10.82
No coverage for repeated seepage.							
96. Final cleaning - construction - Commercial	20.00 SF	0.13	0.00	0.52	3.12	(0.00)	3.12

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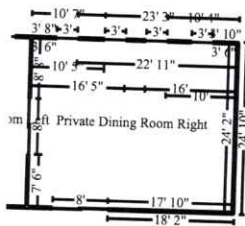
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130 Chieftain Drive, Suite 102
Waxahachie, Texas 75165

CONTINUED - Private Dining Room Left

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Private Dining Room Left			0.99	11.28	68.61	0.61	68.00

**Private Dining Room Right****Height: 8' 6"**

722.92 SF Walls	710.90 SF Ceiling
1433.82 SF Walls & Ceiling	710.90 SF Floor
78.99 SY Flooring	91.17 LF Floor Perimeter
107.17 LF Ceil. Perimeter	

Door	8' X 8'	Opens into Exterior
Door	8' X 8'	Opens into ROOM4
Window	3' X 5'	Opens into Exterior
Window	3' X 5'	Opens into Exterior
Window	3' X 5'	Opens into Exterior
Window	3' X 5'	Opens into Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
97. Contents - move out then reset - Large room	1.00 EA	67.91	0.00	13.58	81.49	(0.00)	81.49
98. Mask the surface area per square foot - plastic and tape - 4 mil	10.00 SF	0.23	0.05	0.46	2.81	(0.00)	2.81
99. Spot seal w/oil based/hybrid stain blocker	1.00 EA	24.04	0.24	4.80	29.08	(1.64)	27.44
100. Paint more than the floor perimeter - two coats	455.83 SF	0.88	8.89	80.22	490.24	(60.78)	429.46
101. Final cleaning - construction - Commercial	710.90 SF	0.13	0.00	18.48	110.90	(0.00)	110.90
Totals: Private Dining Room Right			9.18	117.54	714.52	62.42	652.10

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
102. Tandem axle dump trailer - per load - including dump fees	1.00 EA	155.15	0.00	31.04	186.19	(0.00)	186.19
Totals: Debris Removal			0.00	31.04	186.19	0.00	186.19

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130 Chieftain Drive, Suite 102
Waxahachie, Texas 75165

Total: Main Level	135.64	1,333.34	8,470.72	502.94	7,967.78
Total: SKETCH2	135.64	1,333.34	8,470.72	502.94	7,967.78
Line Item Totals: OLYMPIC-ME	535.92	2,684.36	22,960.98	2,489.88	20,471.10

Grand Total Areas:

11,189.34 SF Walls	9,177.01 SF Ceiling	20,366.34 SF Walls and Ceiling
9,177.01 SF Floor	1,019.67 SY Flooring	1,243.45 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,397.95 LF Ceil. Perimeter
9,177.01 Floor Area	9,563.39 Total Area	11,189.34 Interior Wall Area
12,316.35 Exterior Wall Area	913.01 Exterior Perimeter of Walls	
17,465.43 Surface Area	174.65 Number of Squares	0.00 Total Perimeter Length
287.25 Total Ridge Length	0.00 Total Hip Length	

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130 Chieftain Drive, Suite 102
Waxahachie, Texas 75165

Summary for 01/01 Building

Line Item Total	19,740.70
Overhead	1,342.18
Profit	1,342.18
Material Sales Tax	535.92
Replacement Cost Value	\$22,960.98
Less Non-recoverable Depreciation	<2,489.88>
Actual Cash Value	\$20,471.10
Less Coinsurance	(2,843.44)
Less Deductible	(2,500.00)
Net Claim	\$15,127.66

Casey Newport



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Toll Free +1 866 852 2990

November 1, 2021

Olympic Steakhouse & William Griffin
5711 Hwy 412
Bells, TN 38006

Sent Via E-Mail

Re: Insured: Olympic Steakhouse
Claim No.: 164629
Loss Location: 5711 Hwy 412, Bells, TN 38006
Date of Loss: 02/17/2021
Policy No.: NPP8664937

Dear Olympic Steakhouse:

We recently received your claim for the above referenced loss. Based on the information you provided, your policy, and the inspection we have determined that the damage caused by Freeze/Water Damage only at 5711 Hwy 412, Bells, TN 38006 is a covered loss.

Please show the adjuster's estimate to your contractor and have that person contact the adjuster with any questions about price or scope. Please notify us of any potential changes in scope or price. Unapproved changes will not be covered.

Summary for Building

Replacement Cost	\$ 32,839.70
Less Coinsurance	\$ 2,843.44
Less Prior Payment	\$15,127.66
Less deductible	\$ 2,500.00
Net Claim Payable	\$ 12,368.60

A check for \$12,368.60 has been authorized and will be sent to you separately.

I am the Property Claim Specialist employed by Western World Insurance, and the assigned claim handler for the above referenced matter. I am responsible for handling this claim and determining what coverage may be available under the terms of the insurance policy that you purchased from Western World.

You have requested through your agent, Risk Placement Services, Inc. - Florence, that Western World provide insurance coverage for the claim referenced above. The purpose of this letter is to notify you that we are denying coverage for part of this claim.

FACTS OF THIS CLAIM

On February 24, 2021 you reported damage to the roof on 02/17/2021. Our inspection of the building found no storm or weather related damage to the roof. The roof damaged is due to wear & tear over an extended period of time, not from this one event. This long term damaged appears to be the result of inadequate or improper construction of the roofing material and pre-existing damages. Unfortunately, Western World is unable to provide coverage or issue any payment for this loss as it relates to the claim of damages to the roof from the freeze, as the damage observed is either excluded under the policy or was not caused by a covered cause of loss.

WESTERN WORLD'S COVERAGE POSITION

Please refer to page 1 of your CP 00 10 06 07 BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

3. Covered Causes Of Loss

See applicable Causes Of Loss Form as shown in the Declarations.

We now ask that you direct your attention to page 1 and 3 and 4 of your CP 10 30 06 07 Causes of Loss - Special Form:

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section B., Exclusions; or
 2. Limited in Section C., Limitations;
- that follow.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

c. Faulty, inadequate or defective:

- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property on or off the described premises.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

The coverage issues that we have now investigated and analyzed on this claim involve the Cause of Loss – Special Form's above quoted B.2.d(1 & 2) (Exclusion for wear and tear, decay or deterioration, B.2.f Continuous or repeated seepage or seepage of water and B.3.c.(2-4) Faulty, (in adequate or defective design, workmanship or construction.) Therefore, Western World is unable to provide coverage or issue any payment for this loss.

Please note the policy language cited above precludes damage caused by these perils.

Although Western World is today declining coverage for this claim, we will keep our file open for thirty days in case you wish to discuss our decision or wish to give us more or different information that may be relevant. We reserve the right to modify our position based on any such new or different information.

We expressly reserve the right to assert any and all additional rights and defenses which a further investigation may reveal to be applicable for the loss claim. If you intend to proceed with litigation, strict compliance with the policy provisions will be required. No suit or action may be brought against us unless there has been full compliance with the policy terms. The Company does not waive any provisions or stipulation of the Policy or waive any right or defense under such Policy whether or not identified above.

Hopefully, this letter has provided you with a clear explanation of our position regarding your insurance coverage for this claim. However, if you have any further questions concerning this letter or your claim, please feel free to call me at your convenience at (972) 945-0040.

I am sorry that we were unable to reach a more favorable determination concerning this claim.

Sincerely,

Ludwig Blake

Ludwig Blake
Property Claims Specialist



JS | HELD J. S. Held

Steve Nash | Director
J.S. Held LLC
1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064
Mobile 615-478-2430

Insured: Olympic Steakhouse
Property: 5711 Hwy 412
Bells, TN 38006

Estimator: Steve Nash
Company: J. S. Held

Business: (615) 478-2430
E-mail: snash@jsheld.com

Claim Number: 164629

Policy Number:

Type of Loss: Freeze

Date Contacted: 9/30/2021 12:00 AM

Date of Loss: 2/17/2021 12:00 AM

Date Inspected: 10/8/2021 12:00 AM

Date Received: 9/30/2021 12:00 AM

Date Entered: 10/12/2021 9:05 AM

Price List: TNJA8X_FEB21
Restoration/Service/Remodel
Estimate: 21092950_OLYMPIC

This opinion reflects J. S. Held's assumption of the pre-loss configuration. The pricing contemplates the use of contemporary materials of "like, kind and quality". Furthermore, this evaluation is governed by the following assumptions and exclusions.

Assumptions:

- Information and documentation received and reviewed to date .
- Access to be provided in an unimpeded manner/fashion to the General Contractor.
- Work is to be performed on a continuous basis over the period shown on the attached preliminary schedule.
- **Scope and cost are based on known information to date.**

Exclusions:

- Testing and handling of hazardous materials.
- **Unspecified Code Upgrades**
- **Fees to attach to city utility systems.**
- **Fees to expedite design or permits.**
- **Accelerated construction periods and overtime.**
- Site improvements.
- **Other structures.**
- **Contents.**
- Structural fill or fill to raise building compound above flood plain
- Preparation of subsurface for structural support

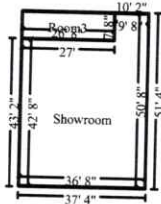
**MISREPRESENTATIONS OF COVERAGE
TERMS AND INSURED
RESPONSIBILITIES.**

This estimate is subject to review by the Insurance Carrier(s) per contract/policy terms and conditions. **J.S. Held recommends that all costs that are anticipated to be part of the claim are submitted for review prior to executing contracts. To the extent that repair costs proceed on a time and materials basis, we recommend that the adjustment team monitor these repairs and that the insured keep appropriate records, sign in sheets and documentation of these repairs.**

This document is prepared for the adjustment team. **Reliance upon this document are for the sole use of the intended recipients. J.S. Held LLC reserves the right to change their opinion should further information become available following the preparation of this presentation.**

JS|HELD J. S. Held

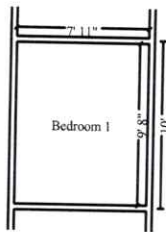
Steve Nash | Director
 J.S. Held LLC
 1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064
 Mobile 615-478-2430

21092950_OLYMPIC**Furniture Store****Showroom****Height: 8'**

1397.33 SF Walls
 3039.32 SF Walls & Ceiling
 182.44 SY Flooring
 174.67 LF Ceil. Perimeter

1641.98 SF Ceiling
 1641.98 SF Floor
 174.67 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Suspended ceiling tile - High grade - 2' x 2'	410.50 SF	2.54	73.64	223.26	1,339.57	(74.42)	1,265.15
2. Batt insulation - 10" - R30 - paper / foil faced	410.50 SF	1.29	38.02	113.52	681.09	(37.83)	643.26
3. Clean floor	1,641.98 SF	0.32	0.00	105.08	630.51	(0.00)	630.51
4. Final cleaning - construction - Commercial	1,641.98 SF	0.13	0.00	42.70	256.16	(0.00)	256.16
Totals: Showroom			111.66	484.56	2,907.33	112.25	2,795.08

**Bedroom 1****Height: 8'**

281.33 SF Walls
 357.86 SF Walls & Ceiling
 8.50 SY Flooring
 35.17 LF Ceil. Perimeter

76.53 SF Ceiling
 76.53 SF Floor
 35.17 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
5. Suspended ceiling tile - High grade - 2' x 2'	24.00 SF	2.54	4.31	13.06	78.33	(4.35)	73.98
6. Batt insulation - 10" - R30 - paper / foil faced	24.00 SF	1.29	2.22	6.64	39.82	(2.21)	37.61
7. Clean floor	76.53 SF	0.32	0.00	4.90	29.39	(0.00)	29.39
8. Final cleaning - construction - Commercial	76.53 SF	0.13	0.00	2.00	11.95	(0.00)	11.95
Totals: Bedroom 1			6.53	26.60	159.49	6.56	152.93

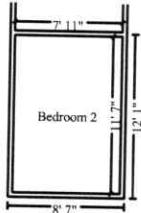
21092950_OLYMPIC

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 Mobile 615-478-2430

**Bedroom 2****Height: 8'**

312.00 SF Walls	91.70 SF Ceiling
403.70 SF Walls & Ceiling	91.70 SF Floor
10.19 SY Flooring	39.00 LF Floor Perimeter
39.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9. Suspended ceiling tile - High grade - 2' x 2'	24.00 SF	2.54	4.31	13.06	78.33	(4.35)	73.98
10. Batt insulation - 10" - R30 - paper / foil faced	24.00 SF	1.29	2.22	6.64	39.82	(2.21)	37.61
11. Clean floor	91.70 SF	0.32	0.00	5.86	35.20	(0.00)	35.20
12. Final cleaning - construction - Commercial	91.70 SF	0.13	0.00	2.38	14.30	(0.00)	14.30
Totals: Bedroom 2			6.53	27.94	167.65	6.56	161.09

**Bathroom****Height: 8'**

281.33 SF Walls	76.53 SF Ceiling
357.86 SF Walls & Ceiling	76.53 SF Floor
8.50 SY Flooring	35.17 LF Floor Perimeter
35.17 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
13. Suspended ceiling tile - High grade - 2' x 2'	24.00 SF	2.54	4.31	13.06	78.33	(4.35)	73.98
14. Batt insulation - 10" - R30 - paper / foil faced	24.00 SF	1.29	2.22	6.64	39.82	(2.21)	37.61
15. Clean floor	76.53 SF	0.32	0.00	4.90	29.39	(0.00)	29.39
16. Final cleaning - construction - Commercial	76.53 SF	0.13	0.00	2.00	11.95	(0.00)	11.95
Totals: Bathroom			6.53	26.60	159.49	6.56	152.93

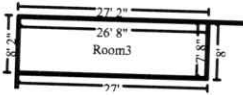
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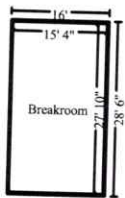
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 Mobile 615-478-2430

Room3**Height: 8'**

548.92 SF Walls	204.25 SF Ceiling
753.17 SF Walls & Ceiling	204.25 SF Floor
22.69 SY Flooring	68.62 LF Floor Perimeter
68.62 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
17. Suspended ceiling tile - High grade - 2' x 2'	24.00 SF	2.54	4.31	13.06	78.33	(4.35)	73.98
18. Batt insulation - 10" - R30 - paper / foil faced	24.00 SF	1.29	2.22	6.64	39.82	(2.21)	37.61
19. Clean floor	204.25 SF	0.32	0.00	13.08	78.44	(0.00)	78.44
20. Final cleaning - construction - Commercial	204.25 SF	0.13	0.00	5.32	31.87	(0.00)	31.87
Totals: Room3			6.53	38.10	228.46	6.56	221.90

**Breakroom****Height: 8'**

690.67 SF Walls	426.78 SF Ceiling
1117.44 SF Walls & Ceiling	426.78 SF Floor
47.42 SY Flooring	86.33 LF Floor Perimeter
86.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
21. Suspended ceiling tile - High grade - 2' x 2'	24.00 SF	2.54	4.31	13.06	78.33	(4.35)	73.98
22. Batt insulation - 10" - R30 - paper / foil faced	24.00 SF	1.29	2.22	6.64	39.82	(2.21)	37.61
23. Clean floor	426.78 SF	0.32	0.00	27.32	163.89	(0.00)	163.89
24. Final cleaning - construction - Commercial	426.78 SF	0.13	0.00	11.10	66.58	(0.00)	66.58
Totals: Breakroom			6.53	58.12	348.62	6.56	342.06

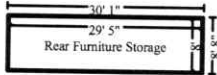
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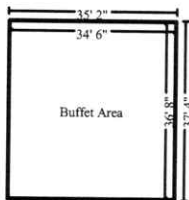
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Rear Furniture Storage**Height: 8'**

598.67 SF Walls	235.33 SF Ceiling
834.00 SF Walls & Ceiling	235.33 SF Floor
26.15 SY Flooring	74.83 LF Floor Perimeter
74.83 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
25. Suspended ceiling tile - High grade - 2' x 2'	58.83 SF	2.54	10.55	32.00	191.98	(10.66)	181.32
26. Batt insulation - 10" - R30 - paper / foil faced	58.83 SF	1.29	5.45	16.28	97.62	(5.42)	92.20
27. Clean floor	235.33 SF	0.32	0.00	15.06	90.37	(0.00)	90.37
28. Final cleaning - construction - Commercial	235.33 SF	0.13	0.00	6.12	36.71	(0.00)	36.71
Totals: Rear Furniture Storage			16.00	69.46	416.68	16.08	400.60
Total: Furniture Store			160.31	731.38	4,387.72	161.13	4,226.59

Steakhouse**Buffet Area****Height: 8'**

1138.67 SF Walls	1265.00 SF Ceiling
2403.67 SF Walls & Ceiling	1265.00 SF Floor
140.56 SY Flooring	142.33 LF Floor Perimeter
142.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
29. Suspended ceiling tile - High grade - 2' x 2'	316.25 SF	2.54	56.74	172.00	1,032.02	(57.33)	974.69
30. Batt insulation - 10" - R30 - paper / foil faced	316.25 SF	1.29	29.29	87.46	524.71	(29.15)	495.56
31. Clean floor	1,265.00 SF	0.32	0.00	80.96	485.76	(0.00)	485.76
32. Final cleaning - construction - Commercial	1,265.00 SF	0.13	0.00	32.90	197.35	(0.00)	197.35
Totals: Buffet Area			86.03	373.32	2,239.84	86.48	2,153.36

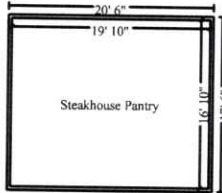
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10/27/2021

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JS|HELD J. S. Held

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 J.S. Held LLC
 1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064
 Mobile 615-478-2430

**Steakhouse Pantry****Height: 8'**

586.67 SF Walls	333.86 SF Ceiling
920.53 SF Walls & Ceiling	333.86 SF Floor
37.10 SY Flooring	73.33 LF Floor Perimeter
73.33 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
33. Suspended ceiling tile - High grade - 2' x 2'	16.00 SF	2.54	2.87	8.70	52.21	(2.90)	49.31
34. Batt insulation - 10" - R30 - paper / foil faced	16.00 SF	1.29	1.48	4.42	26.54	(1.48)	25.06
35. Clean floor	333.86 SF	0.32	0.00	21.36	128.20	(0.00)	128.20
36. Final cleaning - construction - Commercial	333.86 SF	0.13	0.00	8.68	52.08	(0.00)	52.08
Totals: Steakhouse Pantry			4.35	43.16	259.03	4.38	254.65

**Dining Room 1****Height: 8'**

1437.33 SF Walls	1742.50 SF Ceiling
3179.83 SF Walls & Ceiling	1742.50 SF Floor
193.61 SY Flooring	179.67 LF Floor Perimeter
179.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
37. Suspended ceiling tile - High grade - 2' x 2'	44.00 SF	2.54	7.89	23.94	143.59	(7.98)	135.61
38. Batt insulation - 10" - R30 - paper / foil faced	44.00 SF	1.29	4.08	12.18	73.02	(4.05)	68.97
39. Final cleaning - construction - Commercial	1,742.50 SF	0.13	0.00	45.30	271.83	(0.00)	271.83
40. Clean floor	1,742.50 SF	0.32	0.00	111.52	669.12	(0.00)	669.12
Totals: Dining Room 1			11.97	192.94	1,157.56	12.03	1,145.53

21092950_OLYMPIC

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1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064
Mobile 615-478-2430

**Dining Room 2****Height: 8'**

997.17 SF Walls	925.10 SF Ceiling
1922.27 SF Walls & Ceiling	925.10 SF Floor
102.79 SY Flooring	124.65 LF Floor Perimeter
124.65 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
41. Suspended ceiling tile - High grade - 2' x 2'	40.00 SF	2.54	7.18	21.76	130.54	(7.25)	123.29
42. Batt insulation - 10" - R30 - paper / foil faced	40.00 SF	1.29	3.71	11.06	66.37	(3.69)	62.68
43. Clean floor	925.10 SF	0.32	0.00	59.20	355.23	(0.00)	355.23
44. Final cleaning - construction - Commercial	925.10 SF	0.13	0.00	24.06	144.32	(0.00)	144.32
Totals: Dining Room 2			10.89	116.08	696.46	10.94	685.52

**Dining Room 3****Height: 8'**

1248.00 SF Walls	1358.44 SF Ceiling
2606.44 SF Walls & Ceiling	1358.44 SF Floor
150.94 SY Flooring	156.00 LF Floor Perimeter
156.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
45. Suspended ceiling tile - High grade - 2' x 2'	24.00 SF	2.54	4.31	13.06	78.33	(4.35)	73.98
46. Batt insulation - 10" - R30 - paper / foil faced	24.00 SF	1.29	2.22	6.64	39.82	(2.21)	37.61
47. Clean floor	1,358.44 SF	0.32	0.00	86.94	521.64	(0.00)	521.64
48. Final cleaning - construction - Commercial	1,358.44 SF	0.13	0.00	35.32	211.92	(0.00)	211.92
Totals: Dining Room 3			6.53	141.96	851.71	6.56	845.15
Total: Steakhouse			119.77	867.46	5,204.60	120.39	5,084.21

Storage

21092950_OLYMPIC

10/27/2021

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J. S. Held
 Steve Nash | Director
 J.S. Held LLC
 1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064
 Mobile 615-478-2430



Furniture Storage

Height: 8'

1120.08 SF Walls	1005.22 SF Ceiling
2125.30 SF Walls & Ceiling	1005.22 SF Floor
111.69 SY Flooring	140.01 LF Floor Perimeter
140.01 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
49. Suspended ceiling tile - High grade - 2' x 2'	44.00 SF	2.54	7.89	23.94	143.59	(7.98)	135.61
50. Batt insulation - 10" - R30 - paper / foil faced	44.00 SF	1.29	4.08	12.18	73.02	(4.05)	68.97
51. Drywall patch / small repair, ready for paint Access needed to repair a water line.	1.00 EA	64.42	0.27	12.94	77.63	(4.31)	73.32
52. Seal/prime then paint more than the room length (2 coats)	398.67 SF	0.87	6.22	70.60	423.66	(235.38)	188.28
53. Clean floor	1,005.22 SF	0.32	0.00	64.34	386.01	(0.00)	386.01
54. Final cleaning - construction - Commercial	1,005.22 SF	0.13	0.00	26.14	156.82	(0.00)	156.82
Totals: Furniture Storage			18.46	210.14	1,260.73	251.72	1,009.01
Total: Storage			18.46	210.14	1,260.73	251.72	1,009.01

Salon



Salon

Height: 8'

1408.00 SF Walls	1901.97 SF Ceiling
3309.97 SF Walls & Ceiling	1901.97 SF Floor
211.33 SY Flooring	176.00 LF Floor Perimeter
176.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
55. Suspended ceiling tile - High grade - 2' x 2'	40.00 SF	2.54	7.18	21.76	130.54	(7.25)	123.29
56. Batt insulation - 10" - R30 - paper / foil faced	40.00 SF	1.29	3.71	11.06	66.37	(3.69)	62.68
57. Clean floor	1,901.97 SF	0.32	0.00	121.72	730.35	(0.00)	730.35
58. Final cleaning - construction - Commercial	1,901.97 SF	0.13	0.00	49.46	296.72	(0.00)	296.72
Totals: Salon			10.89	204.00	1,223.98	10.94	1,213.04

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10/27/2021

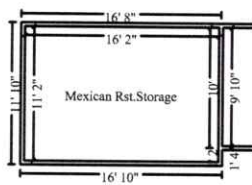
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Mobile 615-478-2430

Total: Salon 10.89 204.00 1,223.98 10.94 1,213.04

Mexcian Resturant



Mexican Rst.Storage

Height: 8'

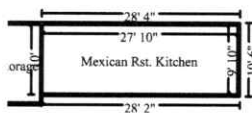
437.33 SF Walls
617.86 SF Walls & Ceiling
20.06 SY Flooring
54.67 LF Ceil. Perimeter

180.53 SF Ceiling
180.53 SF Floor
54.67 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
59. Suspended ceiling tile - High grade - 2' x 2'	45.13 SF	2.54	8.10	24.54	147.27	(8.18)	139.09
60. Batt insulation - 10" - R30 - paper / foil faced	45.13 SF	1.29	4.18	12.48	74.88	(4.16)	70.72
61. 5/8" drywall - hung, taped, floated, ready for paint	129.33 SF	2.12	6.94	56.22	337.34	(18.74)	318.60
The back exterior wall has been exposed to moisture several times and needs to be replaced.							
62. Batt insulation - 6" - R19 - paper / foil faced	129.33 SF	0.90	7.94	24.86	149.20	(8.29)	140.91
63. Seal/prime then paint the walls (2 coats)	437.33 SF	0.87	6.82	77.46	464.76	(258.20)	206.56
64. Clean floor	180.53 SF	0.32	0.00	11.56	69.33	(0.00)	69.33
65. Final cleaning - construction - Commercial	180.53 SF	0.13	0.00	4.70	28.17	(0.00)	28.17
Totals: Mexican Rst.Storage			33.98	211.82	1,270.95	297.57	973.38

Mexican Rst. Kitchen

Height: 8'



602.67 SF Walls
876.36 SF Walls & Ceiling
30.41 SY Flooring
75.33 LF Ceil. Perimeter

273.69 SF Ceiling
273.69 SF Floor
75.33 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
66. Suspended ceiling tile - High grade - 2' x 2'	91.23 SF	2.54	16.37	49.62	297.71	(16.54)	281.17
67. Batt insulation - 10" - R30 - paper / foil faced	91.23 SF	1.29	8.45	25.24	151.38	(8.41)	142.97
68. Clean floor	273.69 SF	0.32	0.00	17.52	105.10	(0.00)	105.10
69. Final cleaning - construction - Commercial	273.69 SF	0.13	0.00	7.12	42.70	(0.00)	42.70

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 **J. S. Held**

Steve Nash | Director
J.S. Held LLC
1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064
Mobile 615-478-2430

CONTINUED - Mexican Rst. Kitchen

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Mexican Rst. Kitchen			24.82	99.50	596.89	24.95	571.94
Total: Mexcian Resturant			58.80	311.32	1,867.84	322.52	1,545.32

STOREFRONT CANOPY**Exterior**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Front of building.							
70. R&R Wall/roof panel - ribbed - 26 gauge - 1 1/8" to 1 1/2"	300.00 SF	3.71	37.73	230.14	1,380.87	(137.03)	1,243.84
Metal siding on the false fascia was damaged when the awning was displaced.							
71. R&R Outside/Inside corner - 29 gauge	8.00 LF	5.64	1.72	9.36	56.20	(3.81)	52.39
72. Eave trim for metal roofing - 29 gauge	78.00 LF	3.06	9.81	49.70	298.19	(33.13)	265.06
73. R&R Metal J trim - metal building	78.00 LF	4.01	8.90	64.32	386.00	(24.91)	361.09
74. Soffit - metal/vinyl - Detach & reset	156.00 SF	1.68	0.30	52.48	314.86	(0.00)	314.86
75. Prime & paint exterior soffit *	404.00 SF	2.05	14.57	168.56	1,011.33	(561.84)	449.49
76. Prime & paint metal siding	808.00 SF	0.84	20.48	139.84	839.04	(466.13)	372.91
77. Mask the surface area per square foot - plastic and tape - 4 mil	3,232.00 SF	0.23	15.76	151.84	910.96	(506.08)	404.88
Masking to protect the roof and storefront from paint over spray.							
78. Detach & Reset Exterior light fixture	17.00 EA	59.42	0.00	202.02	1,212.16	(0.00)	1,212.16
79. Exterior light fixture - High grade	4.00 EA	113.75	29.25	96.86	581.11	(242.13)	338.98
Lights damaged and displaced.							
80. R&R Gutter / downspout - aluminum - up to 5"	64.00 LF	5.47	18.16	73.64	441.88	(136.80)	305.08
Downspouts							
81. R&R Gutter / downspout - aluminum - 7" to 8"	78.00 LF	14.92	93.09	251.38	1,508.23	(489.95)	1,018.28
82. Prime & paint gutter / downspout	394.00 LF	1.52	9.60	121.70	730.18	(405.65)	324.53
Rear of building.							
83. Eave trim for metal roofing - 29 gauge	120.00 LF	3.06	15.09	76.46	458.75	(50.97)	407.78
84. R&R Gutter / downspout - aluminum - 7" to 8"	120.00 LF	14.92	143.21	386.72	2,320.33	(753.76)	1,566.57
85. R&R Gutter / downspout - aluminum - up to 5"	84.00 LF	5.47	23.83	96.64	579.95	(179.55)	400.40
Downspouts							
86. Prime & paint gutter / downspout	204.00 LF	1.52	4.97	63.02	378.07	(210.03)	168.04

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 **JS|HELD J. S. Held**

Steve Nash | Director
J.S. Held LLC
1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064
Mobile 615-478-2430

CONTINUED - Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
87. Mask the surface area per square foot - plastic and tape - 4 mil	1,250.00 SF	0.23	6.09	58.72	352.31	(195.73)	156.58
88. Prime & paint metal siding	808.00 SF	0.84	20.48	139.84	839.04	(466.13)	372.91
89. Soffit - vinyl	130.00 SF	3.77	24.08	102.84	617.02	(102.84)	514.18
90. Prime & paint exterior soffit *	240.00 SF	2.05	8.66	100.14	600.80	(333.77)	267.03
91. R&R Metal J trim - metal building	78.00 LF	4.01	8.90	64.32	386.00	(24.91)	361.09
Totals: Exterior			514.68	2,700.54	16,203.28	5,325.15	10,878.13

General Conditions

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
92. Tandem axle dump trailer - per load - including dump fees	1.00 EA	155.15	0.00	31.04	186.19	(0.00)	186.19
93. Temporary toilet (per month)	2.00 MO	109.00	0.00	43.60	261.60	(0.00)	261.60
94. Cleaning Technician - per hour	20.00 HR	30.78	0.00	123.12	738.72	(0.00)	738.72
Labor hours to keep the walkways and parking lot clean during construction.							
95. Commercial Supervision / Project Management - per hour	20.00 HR	62.71	0.00	250.84	1,505.04	(0.00)	1,505.04
Labor hours to set up all the trades and order materials.							
Totals: General Conditions			0.00	448.60	2,691.55	0.00	2,691.55
Line Item Totals: 21092950_OLYMPIC			882.91	5,473.44	32,839.70	6,191.85	26,647.85

Grand Total Areas:

14,322.17 SF Walls	12,809.35 SF Ceiling	27,131.52 SF Walls and Ceiling
12,809.35 SF Floor	1,423.26 SY Flooring	1,790.27 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,790.27 LF Ceil. Perimeter
12,809.35 Floor Area	13,392.65 Total Area	14,322.17 Interior Wall Area
16,046.36 Exterior Wall Area	1,706.88 Exterior Perimeter of Walls	
11,646.24 Surface Area	116.46 Number of Squares	646.36 Total Perimeter Length
265.96 Total Ridge Length	0.00 Total Hip Length	

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 **JS|HELD J. S. Held**

Steve Nash | Director
 J.S. Held LLC
 1441 New Hwy 96 W, Ste 2, 202, Franklin, TN 37064
 Mobile 615-478-2430

Summary for Dwelling

Line Item Total	
Material Sales Tax	26,483.35
Subtotal	882.91
Overhead	27,366.26
Profit	2,736.72
	2,736.72
Replacement Cost Value	
Less Depreciation	\$32,839.70
	(6,191.85)
Actual Cash Value	
Net Claim	\$26,647.85
	\$26,647.85
Total Recoverable Depreciation	
Less Coinsurance	6,191.85
Less Deductible	(2,843.44)
Net Claim if Depreciation is Recovered	(2,500.00)
	\$27,496.26

Steve Nash

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736 MARKET STREET
SUITE 1320
CHATTANOOGA, TN 37402
TEL: 423.648.9832
FAX: 423.648.9869
CARRALLISON.COM

Jordan D. Watson
Direct Dial (423) 648-9801
jwatson@carrallison.com

February 9, 2023

Sent via E-mail

William Saveh
Olympic Steakhouse
5711 Hwy 412
Bells, TN 38006
willjacob196@yahoo.com

RE: Insured:	Olympic Steakhouse
Claim No:	164629
Loss Location:	5711 Hwy 412, Bells, TN 38006
Date of Loss:	02/17/2021

Dear William Saveh:

This letter is to inform you that the law firm of Carr Allison represents Western World Insurance Company ("Western World") in regards to the above-referenced claim. Western World acknowledges receipt of your January 27, 2023, demand for appraisal with respect to the above-referenced claim. Please refer to the appraisal provision of the Policy NPP8664937:

E. Loss Conditions

2. **Appraisal.** If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

After reviewing the estimate provided to us on September 24, 2021, and comparing it to the Western World estimate and partial denial provided on November 16, 2021, we determined

there are both price and scope differences present between the two estimates. The appraisal provision in the policy is to resolve differences in the price of the repairs which Western World determined were covered. Appraisal cannot be used to resolve disputes regarding covered damages. See *Merrimack Mut. Fire Ins. Co. v. Batts*, 59 S.W.3d 142, 153 (2001).

Therefore, a full appraisal of the property would not be appropriate at this point given the coverage issues. The appraisers and umpire have no authority to decide questions of coverage.

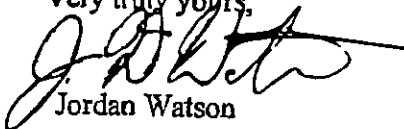
Accordingly, appraisal will only be conducted on the items of which both parties agree are covered. We designate our appraiser as follows:

Randy Ison
614-989-1406
rison@isheld.com

Western World is not waiving any of the policy provisions, conditions, exclusions, or limitations, all of which are reserved.

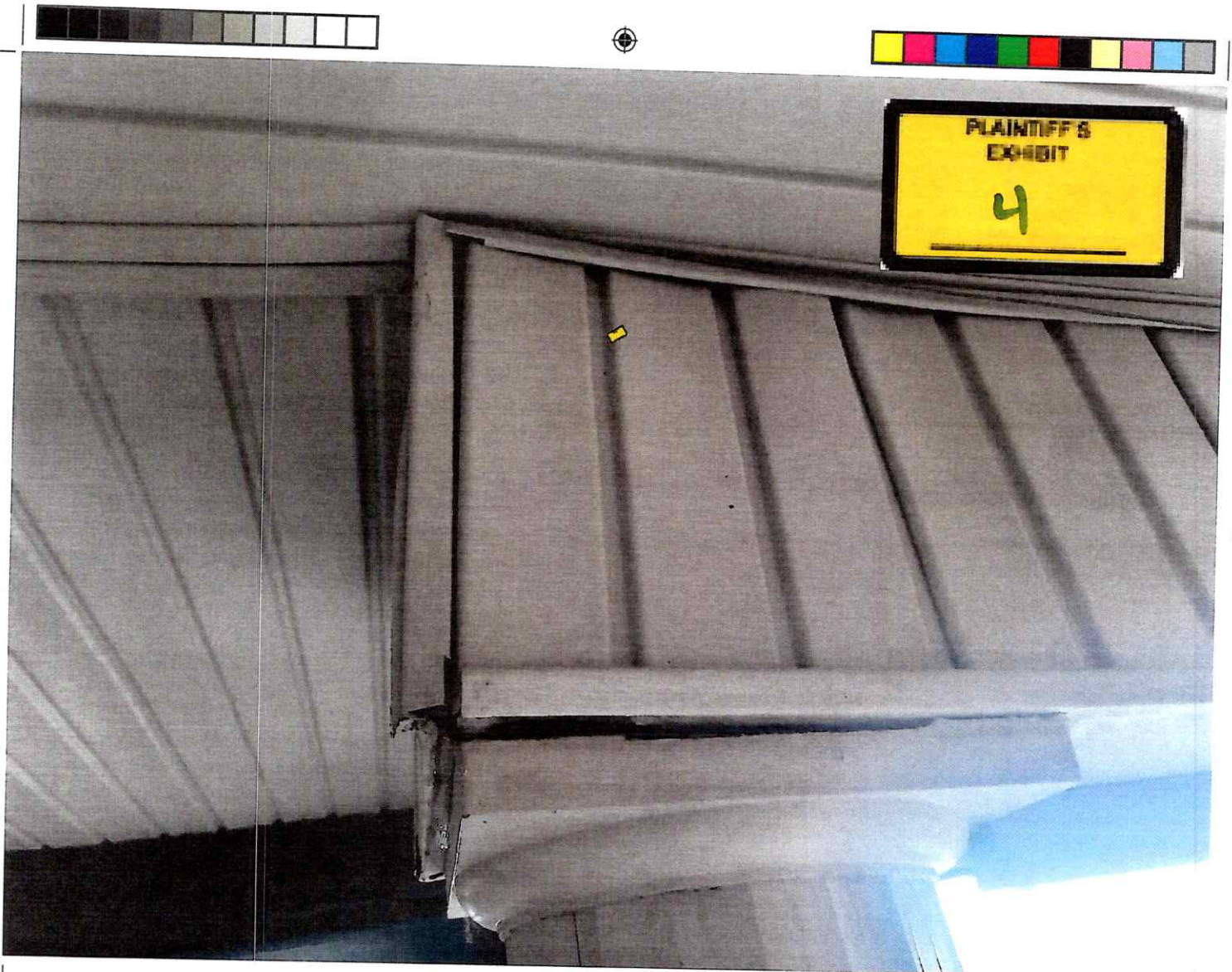
If you have any questions regarding the appraisal process or the content of this letter, please contact me at the information provided above.

Very truly yours,



Jordan Watson

cc: William Griffin - william@griffinloss.com
Wesley Hisaw - iwhisaw@hollandlaw.net



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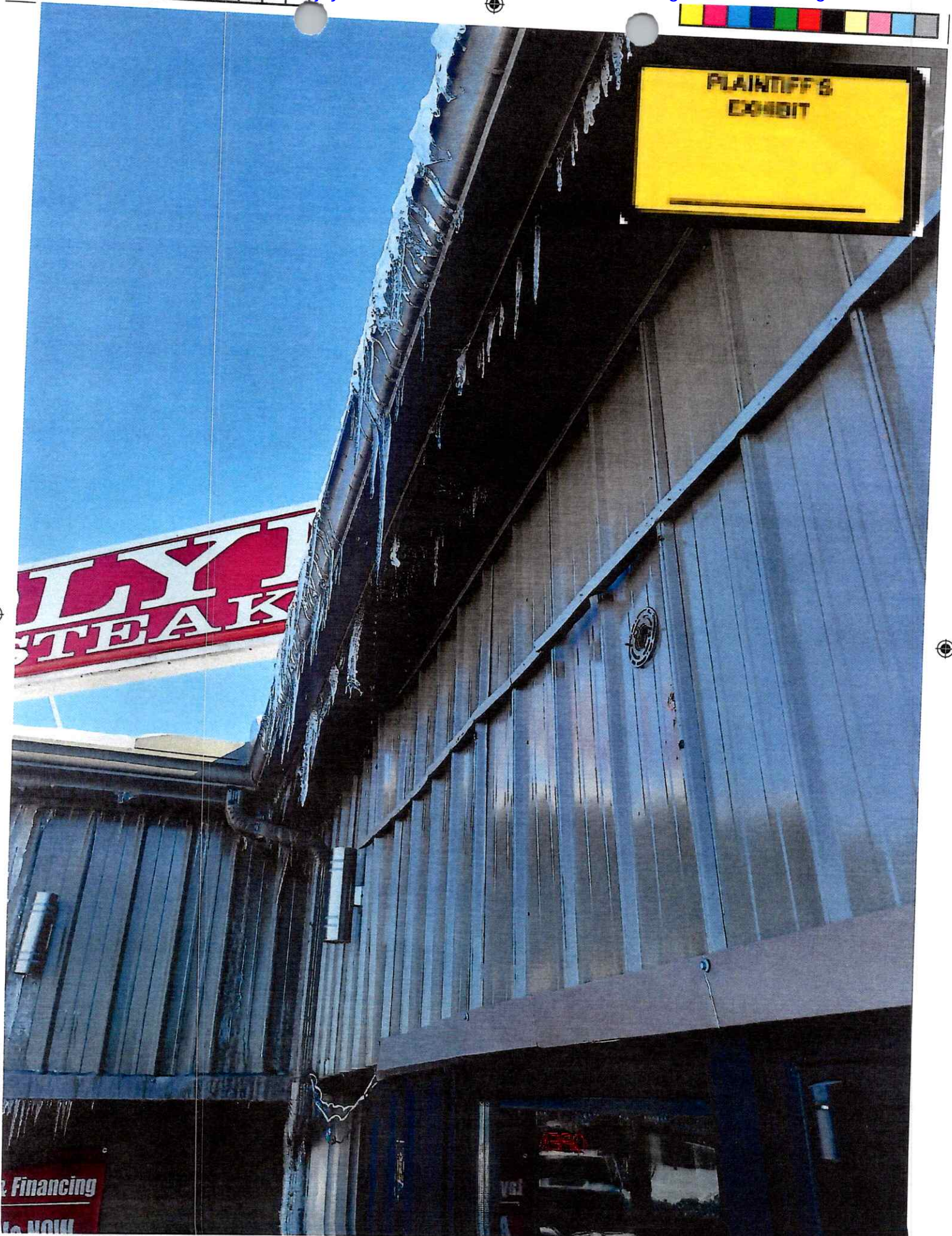
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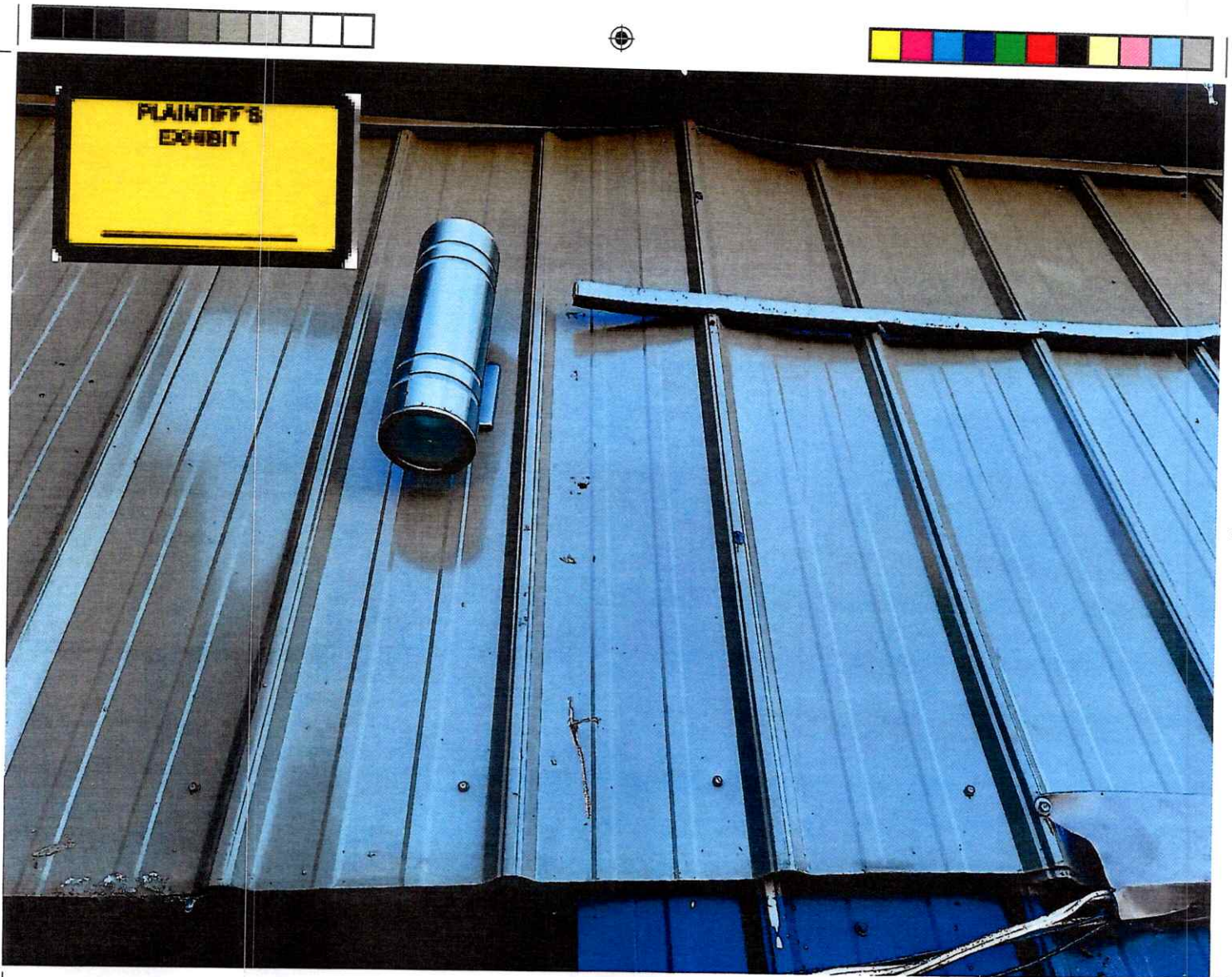




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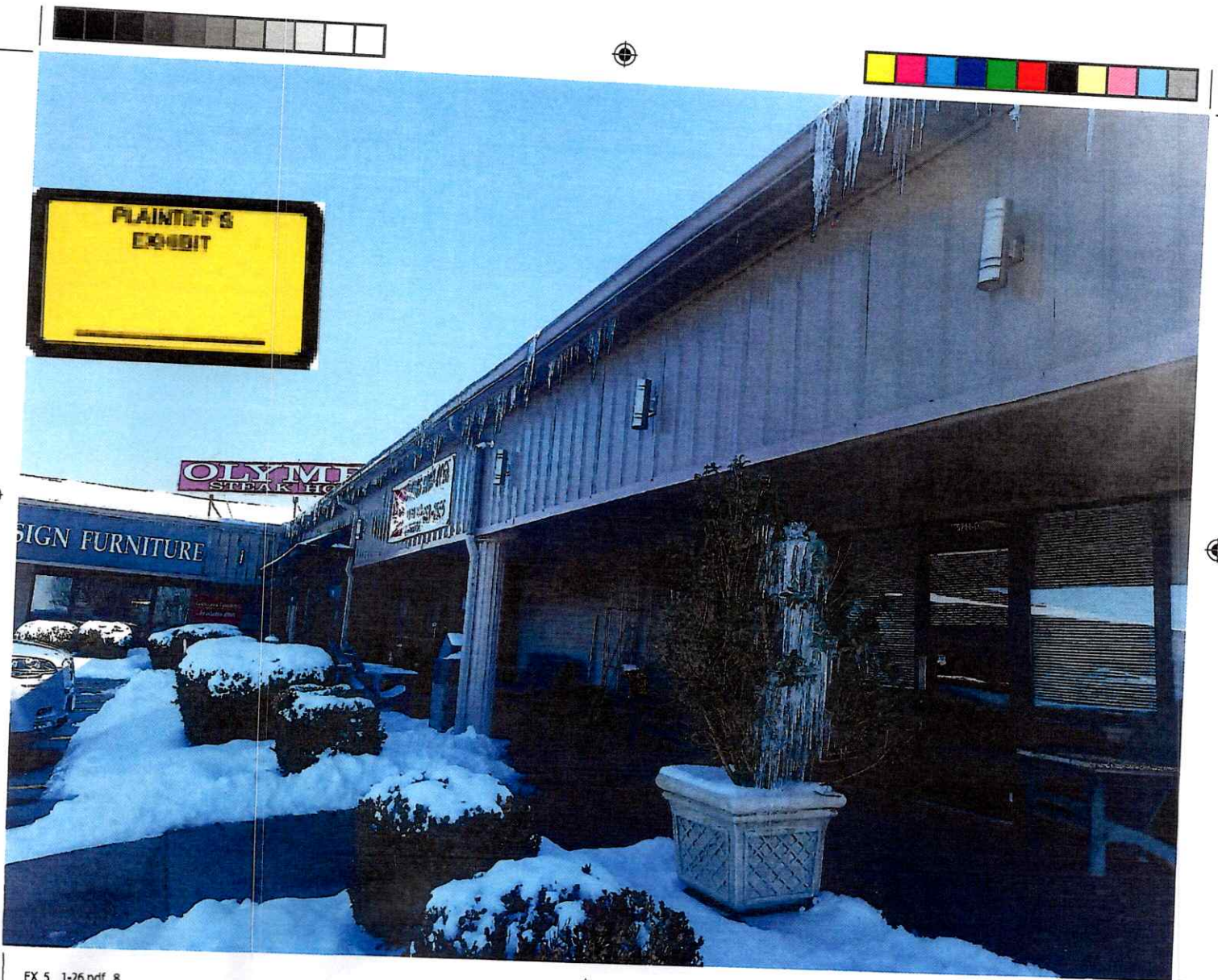
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